Request for Quotation

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

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

Request For Quote Issued By:
State of New Jersey
Department of the Treasury
Division of Administration
PO Box 211
Trenton, NJ 08625

Date: September 11, 2020

Using Agencies:
State of New Jersey
Department of the Treasury
Cooperative Purchasing Members
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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.

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 Coronavirus Relief Funds pursuant to section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

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 any State department, agency or authority or any Cooperative Purchasing Partner 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.

The State of NJ Standard Terms and Conditions (SSTC) and Waivered Supplement to the 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, established the Coronavirus Relief Fund pursuant to Section 5001 thereof 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 State departments, agencies and instrumentalities (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 Coronavirus Relief 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.

### 1.3 ENGAGEMENT PROCESS

The retention of an Integrity Monitor by a Using Agency from the pool of Contractors established pursuant to this RFQ, will follow the below process:

- 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 Manager 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.

- Integrity Monitors awarded a Contract as a result of this RFQ 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, 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 Letter of Engagement

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.

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.
DEFINITIONS

2.1 GENERAL DEFINITIONS

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: labor costs, overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

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 it 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 State department or agency, a quasi-State government entity or a Cooperative Purchasing Program participant, authorized to purchase products and/or services under a Blanket P.O. procured by the Division.

2.2 CONTRACT-SPECIFIC DEFINITIONS/ACRONYMS

Accountability Officer - a senior level official designated by a COVID-19 Recovery Program Participant 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 award 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 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 that receive or administer COVID-19 Recovery Funds or administers a COVID-19 Recovery Program.

Engagement - The retention of an Integrity Monitor by a Using Agency from the pool of Contractors 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 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 of the Contractor shall include, at minimum:

- 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, Contractors 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; and
- Allegations of misuse of funds or receipt of complaints.
3.1.1 SPECIFIC TASKS BY CATEGORY

3.1.1.1 CATEGORY 1 - PROGRAM AND PROCESS MANAGEMENT AUDITING

Contractors shall provide all of the following services including, but not limited to:

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

b) Review and improve procedures addressing financial management;

c) Workload analysis; 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 Section 5001 of the CARES Act and other federal funding, as applicable.

3.1.1.2 CATEGORY 2 – FINANCIAL AUDITING AND GRANT MANAGEMENT

Contractors in this category must be able to provide all the following services including, but not limited to:

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 including, but not limited to:

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 should 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 uniform template report 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, including any comments from the Using Agency to the State Treasurer, 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 provide a deliverable schedule as requested by each Using Agency for each Letter of Engagement.

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 RFP, 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(s) 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 sub-divisions 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.

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 to include 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 the consultant travel 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 privately owned vehicles at the current New Jersey rate of 35 cents per mile.
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.

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

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

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

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

4.1.1.3 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION

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

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

4.1.2 STANDARD FORMS REQUIRED WITH THE QUOTE

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

4.1.2.1 OWNERSHIP DISCLOSURE FORM

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

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

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

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

4.1.1.2.2 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

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

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

4.1.1.3 SUBCONTRACTOR UTILIZATION PLAN

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

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

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

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

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

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

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

4.1.2.1 BUSINESS REGISTRATION

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

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

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

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

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

4.1.2.2 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM

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

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

4.1.2.3 SOURCE DISCLOSURE

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

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

4.1.3 FINANCIAL CAPABILITY OF THE BIDDER

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

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

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

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

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

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

4.1.4 STATE-SUPPLIED PRICE SHEET

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

4.1.4.1 STATE-SUPPLIED PRICE SHEET INSTRUCTIONS

The Bidder must submit its pricing using the format set forth in the State-supplied price sheet/schedule(s) accompanying this RFP. 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)

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.

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, the Waivered Supplement to the State Standard Terms and Conditions, 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. Waivered Supplement to the State Standard Terms and Conditions
D. The State of NJ Standard Terms and Conditions (SSTC) accompanying this RFQ;
E. All remaining sections of the RFQ, as may be amended by Bid Amendment; and
F. 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 six (6) months. 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 one (1) year with no single extension exceeding six (6) months, 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.

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 STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT

Section 1.1 of the SSTC is amended by deleting the following:

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.

5.14 CONTRACT ACTIVITY REPORT

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

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

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

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

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

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

The Contractor must submit the required information in Microsoft Excel format to NJSupplierReports@treas.nj.gov.

Reports are due:
- January 1st through June 30th – due by July 30th; and
- July 1st through December 31st – due by January 30th.

5.15 ELECTRONIC PAYMENTS

With the award of this Contract, the 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.

5.16 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.

6.5 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.

6.6 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.

6.7 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 Evaluation Committee 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.

### 6.8 POOR PERFORMANCE

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

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD


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

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

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

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

7.1.2 SOURCE DISCLOSURE REQUIREMENTS

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

Pursuant to the statutory requirements, the intended Contractor of a Contract primarily for services with the State of New Jersey must disclose the location by country where services under the Contract, including subcontracted services, will be performed. The Source Disclosure Form accompanies the subject RFQ. FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE INTENDED BIDDER.
If any of the services cannot be performed within the United States, the Bidder shall state with
specificity the reasons why the services cannot be so performed. The Director shall determine
whether sufficient justification has been provided by the Bidder to form the basis of his or her
certification that the services cannot be performed in the United States and whether to seek the
approval of the Treasurer.

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

7.1.2.1 BREACH OF CONTRACT

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

7.1.3 AFFIRMATIVE ACTION

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

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 awards will be made with reasonable promptness by written notice to that responsible
Bidders, whose Quotes 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 Contract users shall be directed to the SCM. The Contractor may contact the SCM if the Contractor cannot resolve a dispute with Contract users.
1. STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT

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

1.1 CONTRACT TERMS CROSSWALK

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<th>NJSTART Term</th>
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<td>Vendor</td>
<td>Bidder/Contractor</td>
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2. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

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

2.1 BUSINESS REGISTRATION

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

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

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

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the Use Tax due pursuant to the “Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at http://www.state.nj.us/treasury/revenue/busregcert.shtml.
2.2 ANTI-DISCRIMINATION
All parties to any contract with the State agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq., and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference. The agreement to abide by the provisions of N.J.S.A. 10:5-31 through 10:5-38 include those provisions indicated for Goods, Professional Service and General Service Contracts (Exhibit A, attached) and 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 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 **DIANE B. ALLEN EQUAL PAY ACT**

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

4. **INDEMNIFICATION AND INSURANCE**

4.1 **INDEMNIFICATION**

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

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

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

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

4.2 **INSURANCE**

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

/ccau.certificate@treas.nj.gov

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

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

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

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

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

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

   b. 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:
   1. Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director may terminate the contract, in whole or in part, upon ten (10) days’ notice to the contractor with an opportunity to respond; and

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

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

5.8 **SUBCONTRACTING OR ASSIGNMENT**

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

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

5.9 **NO CONTRACTUAL RELATIONSHIP BETWEEN SUBCONTRACTORS AND STATE**

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

5.10 **MERGERS, ACQUISITIONS**

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

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

5.11 **PERFORMANCE GUARANTEE OF CONTRACTOR**

The contractor hereby certifies that:

a. The equipment offered is standard new equipment, and is the manufacturer’s latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer’s recommendations and standard practice;

b. All equipment supplied to the State and operated by electrical current is UL listed where applicable;

c. All new machines are to be guaranteed as fully operational for the period stated in the contract from time of written acceptance by the State. The contractor shall render prompt service without charge, regardless of geographic location;
d. Sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters;

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

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

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

5.12 DELIVERY REQUIREMENTS

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

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

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

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

5.13 APPLICABLE LAW AND JURISDICTION

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

5.14 CONTRACT AMENDMENT

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

5.15 MAINTENANCE OF RECORDS

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

5.16 ASSIGNMENT OF ANTITRUST CLAIM(S)

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

In connection with this assignment, the following are the express obligations of the contractor:
A. It shall take no action that will in any way diminish the value of the rights conveyed or assigned hereunder;

B. It shall advise the Attorney General of New Jersey:

1. In advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action; and

2. Immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.

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

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

6. TERMS RELATING TO PRICE AND PAYMENT

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

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

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

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

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

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

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

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

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

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

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

6.6 AVAILABILITY OF FUNDS
The State’s obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency by the State Legislature and made available through receipt of revenue.

7. TERMS RELATING TO ALL CONTRACTS FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS
The provisions set forth in this Section 7 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 PROCUREMENT OF RECOVERED MATERIALS
To the extent that the scope of work or specifications in the contract requires the contractor to provide any of the following items, this Section 7.1 of the Standard Terms and Conditions modifies the terms of the scope of work or specification.
Pursuant to 2 CFR 200.322, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. 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.

A. Designated items are those set forth in 40 CFR 247 subpart B, as may be amended from time to time, including:
   1. Paper and paper products listed in 40 C.F.R. 247.10;
   2. Certain vehicular products as listed in 40 CFR 247.11;
   3. Certain construction products listed in 40 C.F.R. 247.12;
   4. Certain transportation products listed in 40 C.F.R. 247.13;
   5. Certain park and recreation products, 40 C.F.R. 247.14;
   6. Certain landscaping products listed in 40 C.F.R. 247.15;
   7. Certain non-paper office products listed in 40 C.F.R. 247.16; and

B. As defined in 40 CFR 247.3, “recovered material” means:
   1. waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process; and
   2. for purposes of purchasing paper and paper products, means waste material and byproducts that have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the case of paper and paper products, the term recovered materials includes:
      a. Postconsumer materials such as --
         i. Paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; and
         ii. All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste, and
      b. Manufacturing, forest residues, and other wastes such as --
         i. Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel in smaller rolls of rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste, resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
         ii. Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others;
         iii. Fibrous byproducts of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw, linters, bagasse, slash, and other forest residues;
iv. Wastes generated by the conversion of goods made from fibrous material (that is, waste rope from cordage manufacture, textile mill waste, and cuttings); and
v. Fibers recovered from waste water which otherwise would enter the waste stream.

C. For contracts in an amount greater than $100,000, at the beginning of each contract year, contractor shall provide the State estimates of the total percentage of recovered material utilized in the performance of its contract for each of the categories listed in subsection (A). For all contracts subject to this Section 7.1 of the Standard Terms and Conditions, at the conclusion of each contract year, contractor shall certify to the State the minimum recovered material content actually utilized in the prior contract year.

7.2 EQUAL EMPLOYMENT OPPORTUNITY

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

(4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

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

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

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.
7.3 **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 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be 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. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the 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"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

7.4 **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 include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7.5 **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.


Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671Q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7.7 **DEBARTMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)**

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at
2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

7.8 **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.
During the performance of this contract, the contractor agrees as follows:

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

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

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

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

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

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

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

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

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

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

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

CONSTRUCTION CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This language is in addition to and does not replace good faith efforts requirements for construction contracts required by N.J.A.C. 17:27-3.6, 3.7 and 3.8, also known as Exhibit B.
The provisions set forth in this Rider apply to all purchases funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

I. PROCUREMENT OF RECOVERED MATERIALS

Pursuant to 2 CFR 200.322, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. 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.

A. Designated items are those set forth in 40 CFR 247 subpart B, as may be amended from time to time, including:

1. Paper and paper products listed in 40 C.F.R. 247.10;
2. Certain vehicular products as listed in 40 CFR 247.11;
3. Certain construction products listed in 40 C.F.R. 247.12;
4. Certain transportation products listed in 40 C.F.R. 247.13;
5. Certain park and recreation products, 40 C.F.R. 247.14;
6. Certain landscaping products listed in 40 C.F.R. 247.15;
7. Certain non-paper office products listed in 40 C.F.R. 247.16; and

B. As defined in 40 CFR 247.3, "recovered material" means:

1. Waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process; and
2. For purposes of purchasing paper and paper products, means waste material and byproducts that have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the case of paper and paper products, the term recovered materials includes:
   a. Postconsumer materials such as -
      i. Paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end-useage as a consumer item, including used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; and
      ii. All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste, and
   b. Manufacturing, forest residues and other wastes such as -
      i. Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel in smaller rolls of rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste, resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
      ii. Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others;
   iii. Fibrous byproducts of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw, linters, bagasse, slash, and other forest residues;
   iv. Wastes generated by the conversion of goods made from fibrous material (that is, waste rope from cordage manufacture, textile mill waste, and cuttings); and
   v. Fibers recovered from waste water which otherwise would enter the waste stream.

C. For contracts in an amount greater than $100,000, at the beginning of each contract year, contractor shall provide the State estimates of the total percentage of recovered material utilized in the performance of its contract for each of the categories listed is subsection (A). For all contracts subject to this Section 7.1 of the Standard Terms and Conditions, at the conclusion of each contract year, contractor shall certify to the State the minimum recovered material content actually utilized in the prior contract year.

II. 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," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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, national origin, age, disability, or genetic information.
2. The contractor will not discriminate against any employee or applicant for employment because such employee or applicant has made a good faith charge, complaint, or other activity protected by this title, or as a result of any investigation or proceedings.
3. The contractor will maintain affirmative action programs, including the posting of notices, to ensure nondiscrimination.
4. The contractor will maintain records of employment discrimination complaints and will make such records available for inspection by the appropriate Federal agency.
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 investigating any noncompliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with this 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 future 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 excepted 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 non-compliance.

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 administering 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, or guarantee); retain or refund 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.

III. 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 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing rate specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than one a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the 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”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

IV. 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 involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

V. 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 transfer of title to any property developed under the 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.


Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

VII. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

A contract award (see 2 CFR 180, 220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

VIII. BYRD ANTI-LOYBING 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 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.
**PRICE SCHEDULE**

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

Refer to RFQ Section 3.0 (Scope of Work) for task requirements and deliverables, Section 4.2.4 (Staff Classifications), and Section 6.0 (Cost Proposal) for additional information regarding this Price Schedule.

**Bidder’s Name:** __________________________________________

**CATEGORY 1: PROGRAM AND PROCESS MANAGEMENT AUDITING**

<table>
<thead>
<tr>
<th>LINE #</th>
<th>STAFF CLASSIFICATIONS</th>
<th>YEAR 1 HOURLY RATE</th>
<th>YEAR 2 HOURLY RATE</th>
</tr>
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<tr>
<td>1</td>
<td>Partner/Principal/Director</td>
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<td>2</td>
<td>Program Manager</td>
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</tr>
<tr>
<td>3</td>
<td>Project Manager</td>
<td>$_________________</td>
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<tr>
<td>4</td>
<td>Supervisory/Senior Consultant</td>
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<td>6</td>
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<tr>
<td>7</td>
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<tr>
<td>8</td>
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<tr>
<th>LINE #</th>
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<td>9</td>
<td>Other Direct Costs</td>
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<tr>
<td>10</td>
<td>Travel Expenses and Reimbursements</td>
<td></td>
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</tr>
</tbody>
</table>

- The State makes no guarantee of volume of work effort.
- The Pass-Through Price Lines shall be used to reimburse for Travel and Other Direct Costs only. No mark-up will be provided for Price Lines 10 and 11.
CATEGOR Y 2: FINANCIAL AUDITING AND GRANT MANAGEMENT

<table>
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<td>Program Manager</td>
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<td>Project Manager</td>
<td>$_________________</td>
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- The State makes no guarantee of volume of work effort.
- The Pass-Through Price Lines shall be used to reimburse for Travel and Other Direct Costs only. No mark-up will be provided for Price Lines 19 and 20.
### CATEGORY 3: INTEGRITY MONITORING/ANTI-FRAUD

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<td>Project Manager</td>
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<td>29</td>
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</tbody>
</table>

- The State makes no guarantee of volume of work effort.
- The Pass-Through Price Lines shall be used to reimburse for Travel and Other Direct Costs 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.
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<td>Risk Matrix</td>
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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:

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

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

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

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

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

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

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

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

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

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

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

**A. Independence**

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

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

**B. Communication**

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

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

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

**C. General Tasks of Integrity Monitors**

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

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

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

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

- History of unsatisfactory performance;

- Unresponsiveness to requests for information;

- High-risk designation;

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

- Allegations of misuse of funds or receipt of complaints.

D. Reporting Requirements

1. Reports

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

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

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

2. Additional Reports

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Name:**

**Engagement:**

<table>
<thead>
<tr>
<th>No.</th>
<th>Recipient Data Elements</th>
<th>Response</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td><strong>General Information</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Recovery Program Participant</td>
<td></td>
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<tr>
<td>2</td>
<td>Federal Funding Agency (e.g. CARES, HUD, FEMA)</td>
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</tr>
<tr>
<td>3</td>
<td>State Funding (if applicable)</td>
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<tr>
<td>4</td>
<td>Award Type</td>
<td></td>
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<tr>
<td>5</td>
<td>Award Amount</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Accountability Officer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Brief Description, Purpose and Rationale of Integrity Monitor Project/Program</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Contract/Program Location (if applicable)</td>
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<tr>
<td>9</td>
<td>Amount Expended by Recovery Program Participant to Date</td>
<td></td>
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<tr>
<td>10</td>
<td>Amount Provided to Other State or Local Entities</td>
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<tr>
<td>11</td>
<td>Completion Status of Contract or Program</td>
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<tr>
<td>12</td>
<td>Expected Contract End Date/Time Period</td>
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<tr>
<td>B.</td>
<td><strong>Monitoring Activities</strong></td>
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<tr>
<td>13</td>
<td>If FEMA funded, brief description of the status of the project worksheet and its support.</td>
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<tr>
<td></td>
<td>Description</td>
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<tr>
<td>14</td>
<td>Quarterly Activities/Project Description (include with specificity activities conducted, such as meetings, document review, staff training, etc)</td>
<td></td>
<td></td>
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<tr>
<td>15</td>
<td>Brief description to confirm appropriate data/information has been provided by recipient and what activities have been taken to review in relation to the project/contract/program.</td>
<td></td>
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</tr>
<tr>
<td>16</td>
<td>Description of quarterly auditing activities that have been conducted to ensure procurement compliance with terms and conditions of the contracts and agreements.</td>
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<tr>
<td>17</td>
<td>Has payment documentation in connection with the contract/program been reviewed? Please describe.</td>
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<tr>
<td>18</td>
<td>Description of quarterly activity to prevent and detect waste, fraud, and abuse.</td>
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<tr>
<td>19</td>
<td>Provide details of any integrity issues/findings</td>
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<tr>
<td>20</td>
<td>Provide details on any other items of note that have occurred in the past quarter.</td>
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<tr>
<td>21</td>
<td>Provide details of any actions taken to remediate waste, fraud and abuse noted in past quarters.</td>
<td></td>
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</tr>
<tr>
<td>C.</td>
<td>Miscellaneous</td>
<td></td>
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</tr>
<tr>
<td>22</td>
<td>Attach a list of hours (by employee) and expenses incurred to perform your quarterly integrity monitoring review.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Add any item, issue or comment not covered in previous sections but deemed pertinent to monitoring program.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Name of Integrity Monitor:**

**Signature:**

**Date:**

**Name of Report Preparer:**
## Risk Matrix

**Agency/Authority:**

**Program:**

**Funding Source:**

**Recipient or Subrecipient:**

**Completed by:**

**Date:**

<table>
<thead>
<tr>
<th>Risk Inquiry Areas</th>
<th>Rating Element</th>
<th>Summary Assessment/Description of Risks Identified</th>
<th>Risk Level (Low, Medium, High)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inquiry 1</td>
<td>Organizational leadership, capacity, expertise, and experience managing and accounting for federal grant funds in general, and disaster recovery funds in particular.</td>
<td>Assess your agency’s experience and staffing capacity to manage and account for federal grant funds and/or disaster recovery funds. Considerations include: your agency’s organizational structure, supervisory roles, delegation of authority, line level staffing capacities, experience at all levels, and responsibilities and relations within and between different divisions or offices within your agency. Does your agency have a monitoring and oversight plan to assess your continued performance and compliance with the CARES fund requirements, federal and state laws and regulations? Does that plan include an assessment of internal controls, review of risks, threats and prevention and detection of fraud, waste, and abuse? How will your agency address risk areas and the need for corrective action?</td>
<td></td>
</tr>
</tbody>
</table>
### Inquiry 2

<table>
<thead>
<tr>
<th>Input from the individuals/units that will be disbursing funds or administering the program</th>
<th>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?</th>
</tr>
</thead>
</table>

### Inquiry 3

<table>
<thead>
<tr>
<th>Review of existing internal controls and any identified weaknesses.</th>
<th>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?</th>
</tr>
</thead>
</table>

### Inquiry 4

<table>
<thead>
<tr>
<th>Prior audits and audit findings.</th>
<th>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?</th>
</tr>
</thead>
</table>

### Inquiry 5

<table>
<thead>
<tr>
<th>Lessons learned from prior disasters</th>
<th>Has your agency been audited after a previous disaster? Have you considered and addressed any findings and recommendations from such audit(s)?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inquiry 6</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td><strong>Sub-recipient internal control weaknesses, if applicable.</strong></td>
<td>If your agency is overseeing sub-recipients, have the sub-recipients been the subject of prior negative audit findings and recommendations that could impact oversight? How will your agency ensure that sub-recipients adhere to all requirements relating to their receipt of funds, including their use of funds and the reports they will be required to submit documenting their use of such funds?</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Inquiry 7</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Adequacy of financial, acquisition, and grants management policies and procedures, including technological capacity and potentially outdated financial management systems.</strong></td>
<td>When is the last time there was an assessment of financial, acquisition, and grants management policies and procedures? Is technological capacity an issue? Are the financial management systems adequate or outdated? Have the systems been updated or can they be updated to function adequately for the administration of the CARES funds?</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Inquiry 8</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Barriers to reporting.</strong></td>
<td>Does your agency have, or intend to develop, templates/forms or other documentation to report the results of the funding awards, including how your agency will respond to oversight bodies seeking to ascertain who received funds, the amount of funds, and the date funds were distributed?</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Inquiry 9</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Experience with state and federal procurement processes, value of anticipated procurements, and reliance on contractors to meet program goals and objectives.</strong></td>
<td>Assess and evaluate your agency’s procurement processes and experience with state and federal procurement requirements. Do you have a trained and qualified contract manager assigned to the contract? Do your contracts contain provisions to ensure that contracted vendors provide all necessary reports in the form/manner prescribed by contract? Have your contract templates been reviewed and checked for necessary state and federal contract language? If emergency contracts have been entered into, how do you plan to transition after the urgent need has ended? Do you have plans to conduct a cost analysis?</td>
</tr>
</tbody>
</table>
### Inquiry 10
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?

### Inquiry 11
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?

### Inquiry 12
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.
<table>
<thead>
<tr>
<th>No.</th>
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<th>Comments</th>
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<td>2.</td>
<td>Federal Funding Agency (e.g., Section 5001 of CARES Act)</td>
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<td>State Funding (if applicable)</td>
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<td>4.</td>
<td>Award Type</td>
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<td>5.</td>
<td>Award Amount</td>
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<td>6.</td>
<td>Accountability Officer</td>
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<td>7.</td>
<td>Brief Description, Purpose and Rationale of Integrity Monitor Project/Program</td>
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<td>8.</td>
<td>Contract/Program Location (if applicable)</td>
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<tr>
<td>9.</td>
<td>Amount Expended by Recovery Program Participant to Date</td>
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<td>10.</td>
<td>Amount Provided to other State or Local Entities</td>
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<tr>
<td>11.</td>
<td>Completion Status of Contract or Program</td>
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<td>12.</td>
<td>Expected Contract End Date/Time Period</td>
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<tr>
<td>13.</td>
<td>If FEMA funded, brief description of the status of the project worksheet and its support</td>
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<tr>
<td>14.</td>
<td>Quarterly Activities/Project Description (include with specificity activities conducted, such as meetings, document review, staff training, etc)</td>
<td></td>
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<tr>
<td>15.</td>
<td>Brief description to confirm appropriate data/information has been provided by recipient and what activities have been taken to verify, in relation to the integrity/monitoring program</td>
<td></td>
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<tr>
<td>16.</td>
<td>Description of quarterly auditing activities that have been conducted to ensure procurement compliance with terms and conditions of the contracts/agreements</td>
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<tr>
<td>17.</td>
<td>Description of quarterly auditing activities that have been conducted to ensure procurement compliance with terms and conditions of the contracts/agreements</td>
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<td>18.</td>
<td>Description of quarterly activity to prevent and detect waste, fraud and abuse</td>
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<td>19.</td>
<td>Has payment documentation in connection with the contract/program been reviewed? Please describe</td>
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<td>20.</td>
<td>Description of quarterly activity to prevent and detect waste, fraud and abuse</td>
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<td>21.</td>
<td>Has payment documentation in connection with the contract/program been reviewed? Please describe</td>
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<td>22.</td>
<td>Description of quarterly activity to prevent and detect waste, fraud and abuse</td>
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<td>23.</td>
<td>Provide details of any integrity issues/findings</td>
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<td>24.</td>
<td>Provide details on any other items of note that have occurred in the past quarter</td>
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<tr>
<td>25.</td>
<td>Provide details of any actions taken to remediate waste, fraud and abuse noted in past quarters</td>
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<td></td>
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</table>

Name of Integrity Monitor: __________________________________________
Signature: __________________________________________
Date: __________________________________________

Name of Report Preparer: __________________________________________
Signature: __________________________________________
Date: __________________________________________
State of New Jersey
Department of the Treasury

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

Response to Request for Quote:

- Category 1 – Program and Process Audit
- Category 2 – Financial Audit/Grants Management
- Category 3 – Integrity Monitoring/Anti-Fraud

September 25, 2020

Provided to: State of New Jersey
Provided by: Guidehouse Inc.

Department of the Treasury
1800 Tysons Boulevard, 7th Floor
Division of Administration
McLean, VA 22102-4257
PO Box 231
Trenton, NJ 08625

Taxpayer Identification Number (TIN):

Data Universal Numbering System (DUNS):

Commercial and Government Entity (CAGE) Code:

This proposal includes data that is proprietary and confidential to Guidehouse Inc. and shall not be disclosed outside the recipient's organization and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal. However, if a contract is awarded to this offeror as a result of, or in connection with, the submission of these data, the recipient shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the recipient's right to use information contained in these data if they are obtained from another source without restriction. The data subject to this restriction are contained in specified pages/sheets herein.

This proposal does not constitute a contract to perform services and cannot be used to award a unilateral agreement. Final acceptance of this engagement by Guidehouse is contingent upon successful completion of Guidehouse's acceptance procedures. Any engagement arising out of this proposal will be subject to negotiation of a mutually satisfactory engagement contract including modifications to certain RFP terms and conditions and including our standard terms and conditions and fees and billing rates established therein.
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Section 1 Forms

1.1 Offer and Acceptance Page

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

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) Guidehouse Inc.  
Address 1830 Tysons Blvd, 7th Floor
City, State, Zip Code McLean, VA, 22102
Phone Number
Fax Number

Authorized Signature (Signature)

Printed Name Anaia Kasad
Title Partner
Email Address
FEIN

Pursuant to N.J.S.A. 52:32-19, 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 MWBE 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 (Harris 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

Rev. 1.22.2020
Section 2 Technical Quote

2.1 Executive Summary

Our Understanding

The impacts of COVID-19 are unprecedented. For the first time in history, all 50 states are under a major disaster declaration. The unique nature of the COVID-19 disaster has resulted in a confusing array of federal funding opportunities, a constantly changing policy landscape, and challenging working conditions as critical staff work from kitchen tables around the country. As the situation evolves, understanding and appropriately responding to guidance from various federal and state sources of aid becomes critical for municipalities and states.

We are acutely aware that the COVID-19 pandemic we find ourselves in now is unlike any other crisis we have seen. This is not just a hurricane that has impacted one geographic area or a financial crash that is somewhat predictable in its cyclical nature. This is the crisis of our lives, and no one can tell us with certainty how long this will last or how exactly to plan a long-term response. During a crisis, money, supplies, people, and other resources need to be effectively marshaled to help our communities respond and recover. During these stressful times, no one wants to look back and realize that finite government resources were misused or misspent, or that a community missed an opportunity for additional outside funding.

The State of New Jersey alone has experienced over 200,000 positive COVID-19 cases, with over 16,000 deaths. As one of the hardest hit states and a COVID-19 epicenter in the early stages of the virus’ presence in the U.S, the necessary lockdown procedures have resulted in an unemployment rate higher than that experienced during the Great Recession – 16.8%. – as well as 1.4M in unemployment claims. The numbers speak for themselves – the State faces an unprecedented challenge in mitigating the economic effects of a disaster that has, directly or indirectly, affected all residents. While there is more work to be done, the State has already begun to make important inroads in crafting a response that is providing for current needs while being forward-looking in planning for long-term effects. This can be seen in the revised FY 2021 budget proposal released by Governor Murphy, which is providing funds for resources such as digital devices for 230,000 remote learning students and support for social services and emergency-response related costs of testing, while also earmarking funds that will serve to address long-standing disparities that have become further exposed due to COVID-19.

Approximately $2.39B of the proposed budget will be supported by COVID-19 Relief Funds (CRF), which, as the State is aware, is a unique type of funding. Where previous Disaster Response funds have involved grant money tied to specific government agencies, often with years-long funding life-cycles resulting in longer periods of disbursement preparation, Coronavirus Relief Funding is defined as “financial assistance” and exempt from certain Code of Federal Regulations (CFR) requirements associated with established disaster recovery funding streams, such as FEMA PA or HUD CDBG-DR. Also unique is the quickly approaching deadline to spend the $2.39 billion of assistance New Jersey has received.

The rapid financial response to the pandemic has created an environment in which recipients of funding must navigate daily updates on and clarifications to what is eligible, how to document expenses, and what is required for reporting. This results in multiple risks to the State of New Jersey’s ability to maximize its funding, not only through CRF, but in strategically leveraging other CARES Act funded grant programs to act as reimbursement for expenditures which are not
eligible through the Coronavirus Relief Fund. We highlighted the unique complexities and risks of the COVID-19 crisis below.

- **No clear end date to the public health emergency**
  - **Risk:** Not coordinating on-going response and recovery activities with the grant timelines and not considering the long-term needs of the state

- **Complex & evolving Federal requirements**
  - **Risk:** Getting into a duplication of benefits or non-compliance scenario that can cause a deobligation or claw back of funds

- **Impact to multiple agencies & sectors**
  - **Risk:** Having agencies and sectors developing siloed recovery strategies that are misaligned and not maximizing federal funds

- **On-going revenue impacts to the state**
  - **Risk:** Not considering economic revitalization strategies that can mitigate revenue loss and stabilize state’s revenues

- **Multiple grants with overlapping eligibility**
  - **Risk:** Not assessing the eligibility criteria, impact, and match requirements of the grants and sequencing the use in the most impactful way

The role of the Integrity Monitor becomes even more critical here – one who will quickly work with the State to identify where and when expenses will not qualify or have not been properly documented under CRF, so that the State has an opportunity to swap in other eligible expenses, or reconsider which funding streams should be used to reimburse which expenditures.

This type of environment requires an experienced, nimble partner, which you will find in Guidehouse. We have managed to, in a very short period of time, become a leader in COVID-19 response and, as a result, are accustomed to quickly adapting to the constantly changing landscape.

**Our High-Level Approach**

We know that monitoring a single grant program is hard enough and coordinating over a dozen grants to maximize value while minimizing risk is going to place considerable demands on the State’s ability to ensure compliant spending of funds while mitigating the risk of fraud, waste, and abuse. We also understand the realities of ensuring compliance against federal CFRs (including 2 CFR 200), state regulations, and program requirements and policies while balancing the need to urgently get dollars out the door, particularly with the Coronavirus Relief Funds’ upcoming December 31, 2020 deadline. As such, based on our decades of experience undertaking integrity monitoring, internal audits, and monitoring and compliance reviews for our state and local government clients’ federal disaster recovery programs, we have crafted a
framework and methodology that will be easily adaptable, customizable, and deployable by each Recovery Program Participant and/or its administering agency as they identify the need for an Integrity Monitor. Our detailed approach to each category is in Section 2, but we have highlighted our high-level approach to integrity monitoring across each of the three categories outlined in this RFQ.

We will leverage what has been undertaken to-date, understanding that the COVID-19 Compliance and Oversight Taskforce (“the Taskforce”) or the Governor’s Disaster Recovery Office (GDRO) may have already assessed and identified certain risks, and that the Recovery Program Participant has already undertaken a risk assessment per guidelines issued by the Taskforce. Our framework enables us to quickly adapt to the nuances and specificities of each Program and/or administering agency, while leaving room to offer additional insights we may have on risk areas (e.g., where we have seen confusion around requirements or potential for fraud, waste, and abuse) based on our current work assisting 16 state and local governments and 40 healthcare systems across 32 states to navigate reimbursement guidelines, payment processes, and eligibility reviews across the various funding streams that have been made available through the CARES Act.

Why Guidehouse

A Long History of Helping Our Clients in a Time of Crisis

Our company’s roots are based in over 120 years of experience in accounting and auditing for government institutions. Guidehouse is proud of our track record of successful service to government agencies across the U.S. and our reputation for delivering exceptional results and building trust with our clients during some of their most trying times. Most of us have spent our entire careers ensuring that there is transparency and trust built into the way that governments spend taxpayer dollars, and we believe that our work is critical to helping instill faith in our democratic institutions.

Our team has also spent the last few decades helping cities and states respond to and recover from a number of crises, including many catastrophic natural disasters. We have become specialists in assisting states and localities including Harris County (Texas), Detroit (Michigan), Massachusetts, the State of New York, the City of Joplin (Missouri), the State of Vermont, and the State of South Carolina.

A Dedicated Team of Experienced Specialists

While the COVID-19 response is distinctly different from previous disasters, deep experience with disaster recovery is required for a successful response. Our team members and subject matter specialists bring deep experience and knowledge through our work with several grant funding sources including FEMA PA, FEMA, HM, HUD CDBG-DR, FHWA, SSBG, and others. Time and time again, we have rolled up our sleeves to help local government leaders set up their programmatic disaster recovery services, long-term recovery planning, regulatory compliance and grant management.

We believe a successful team on this engagement is one that, in addition to disaster recovery experience, has expertise in the specific issue areas of monitoring and compliance, financial management, and forensics, and is able to draw on this varied experience in various industries to serve the State. The team we have proposed is an interdisciplinary one, comprised of professionals with skills across the three tasks as well as being well-versed in disaster recovery.
We strongly believe that we are the right team to help the State monitor its CARES funding to ensure that dollars are deployed in a manner compliant with federal requirements, and one that proactively detects and prevents fraud, waste, and abuse, so that every single valuable dollar received is used to help the State of New Jersey recover and prosper in the future. We are prepared to serve you and provide resources and experts who can help you with your current needs, but we are also ready to assist you with whatever else might come your way in the future. Ask any of our client references: we can quickly adapt and respond to what you need.

**We are at the Forefront of the COVID-19 Response**

Aiding our agility is one of our most valuable resources, Guidehouse’s **COVID-19 Center of Excellence (COE)**, which links our disaster recovery team members from COVID-19 response projects around the country and serves to share knowledge and best practices from other entities’ approaches to COVID-19 response and recovery. The COE supports state and municipal governments with tracking, summarizing, and creating training as new guidance is issued on the CRF, and other federal and state funding sources. Highlights of the Guidehouse COVID-19 COE include:

- Access to a team of specialists with expertise and strong relationships in federal government agencies (FEMA, HHS, HUD, CDC), state and local agencies, the healthcare industry, disaster recovery, and emergency operations;
- Active tracking of programs, guidance, and policies issued under the CARES Act, including real-time clarifications on the CRF, and their applicability to state and local governments;
- Centralized repository of resources to deploy on federal grants-related projects (e.g., tools, templates, reference guides); and
- Constant knowledge sharing of lessons learned from on-the-ground activities and decision making from state and local governments across the country.
Without a coordinated response that builds on the experience of other government entities, the State risks on-going revenue impacts, not being able to keep up with the complex and constantly evolving requirements, and lack of consideration of the longer-term effects on and needs of the community. As your partner, our people and resources will assure you are considering these issues every step of the way.
2.2 Our Approach

We understand the challenges of overseeing large grant programs that require multiple layers of oversight, both in terms of regulatory compliance at the federal, state, and local levels in addition to the multiple levels of grantees, subrecipients, and small businesses, contractors and vendors who ultimately will be reimbursed through the various grant funding streams available under the CARES Act. Compounding the challenge is that the CARES Act is new to everyone, and comprised of multiple funding opportunities across a multitude of federal agencies – some that expand on previously existing programs (e.g., HHS, FEMA PA, HUD), and others that are brand new (e.g., Coronavirus Relief Fund (CRF)), with requirements and clarifications being issued frequently.

The CRF is particularly vexing due to its unique nature — while the broad list of eligible expenses was intended to enable those states and local governments hardest hit by COVID-19 to quickly and nimbly deploy additional financial assistance to combat the pandemic, the guidance issued has also raised a myriad of questions and gray areas open to interpretation on when and how funds must be spent, documented, and reported.

We are all managing our programs and expenditures using the guidance and FAQs released by the Treasury with little previous experience. What our team can provide, however, is insight from our numerous clients across the country who are in similar positions to you. We have formed a Guidehouse COVID-19 Center of Excellence (COE) to share best practices and assess critical questions being asked by various states and local governments as they spend their CRF financial assistance. Our team has been and will actively track programs, guidance, and policies issued under the CARES Act rules, and applicability to state and local governments. We also have extensive conversations across teams to issue opinions and risk analyses on program development and eligible activities.

What does this mean for you, and the role of the integrity monitor? This enhanced knowledge will be key to rapid testing, resolution, and the overall success of the integrity monitoring role as we approach the December 31, 2020 deadline to expend the financial assistance received. It will be critical for the State of New Jersey to quickly deploy its integrity monitors so that ineligible or fraudulent expenses can be detected with enough lead time to identify and swap in other eligible programmatic costs to fully maximize the $2.39B in CRF aid that the State has received.

Through this in-depth, real-time understanding of the CRF’s requirements, as well our team of seasoned industry specialists, we have molded one of our tried and tested integrity monitoring frameworks to address your clearly defined key project elements across each of the three categories outlined in this RFQ:

- Category 1: Program and Process Audit
- Category 2: Financial Audit/Grants Management
- Category 3: Integrity Monitoring/Anti-Fraud

By leveraging a consistent risk-based approach and methodology that parallels a program’s lifecycle across these three areas, we will ensure consistency, compliance and the successful implementation of our skills and resources for the State of New Jersey to deliver more transparent and efficient deployment of federal dollars, and protect and strengthen the public’s trust in New Jersey’s recovery efforts. We can quickly adapt the framework as needed to reflect the on-the-ground realities and risk-areas of each program, as we race against the clock to spend dollars prior to the end of the year.
Our team is prepared to work with project leadership to identify issues that may arise across various CRF-funded programs and projects across agencies — before they occur. We take a proactive approach to these mutually reinforcing activities with an understanding of common risks, issues, and challenges that our experienced team has seen occur during the various phases of administering, disbursing, implementing and closing out federally funded programs.

Our aim is to tailor our integrity monitoring approach to fully integrate with ongoing efforts at each agency and to reflect the requirements of each particular program to ensure compliance with updated, real-time understanding of CRF parameters. Based on risks we have observed on other major federal disaster recovery programs (both successful and troubled) and fraud-scenarios we have helped our clients avoid and mitigate, each element identifies common risks, critical control points, and testing methods that will enable us to quickly focus on key impact areas.
We will leverage risk-based tools that were derived from our experience in helping clients establish comprehensive control environments and avoid project disputes. The framework of the approach we have set out above provides a consistent methodology across each of the three categories outlined in this RFQ. More details on the specific activities and considerations for each category follow below.
2.3 **Category 1: Program and Process Audit**

Core to the successful implementation of any federally funded program are the design, development and integration of the right program oversight, processes, and internal controls to ensure efficient, effective, and compliant delivery of dollars to the constituents and communities for which they were intended. Because of our long history of helping our clients both design and stand-up their federally funded disaster recovery programs and monitor against federal, state, and local requirements, we understand the need to balance the realities of quickly getting money out the door during times of crisis and urgent rebuilding, while ensuring compliance with federal CFRs and OMB circulars, including 2 CFR 200, where applicable.

Given the quick turnaround time to spend CRF funds by December 31, 2020, we will leverage our current experience helping 16 state and local governments, and over 32 healthcare systems across 40 states to help you quickly target the areas most at risk for being audited for ineligibility, fraud, waste, and abuse, or potential recapture by the federal government. Activities under this Category are described below in greater detail.

2.3.1 **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**

While the CRF is considered “other financial assistance” and therefore only certain sections of the Uniform Guidance apply to CRF, as it does to traditional federal grants, per US Treasury guidance, certain components of 2 CFR 200 still do apply – those related to Internal Controls (2 C.F.R. 200.303), Subrecipient Monitoring and Management (2 C.F.R. 200.330-332), Audit Requirements (2 C.F.R. 200 Subpart F).

We have helped clients, such as the City of New York, adapt the COSO (Committee of Sponsoring Organizations of the Treadway Commission) framework to help governments and agencies establish, assess, and enhance their internal controls in accordance with 2 CFR 200 internal controls, subrecipient monitoring and management, and single audit requirements.
We audit with an eye towards having the right program, management, processes, and internal controls in place to not only mitigate risk of recapture but to more effectively deliver grants/implement projects for the people, businesses, and communities in need.

**Guidehouse’s COVID-19 Response Toolkit**

When applied in a complementary manner, the use of tools and technology can significantly improve the efficiency and effectiveness of the State of New Jersey’s recovery programs and ancillary business processes by:

- Establishing a structured, repeatable and standardized mechanism to gather key operational, financial and performance data
- Enabling more accurate and real-time tracking, monitoring and reporting
- Promoting data integrity, fidelity and transparency to provide the situational awareness required to inform key decision making
- Streamlining and centralizing documentation retention activities to achieve regulatory compliance and prepare for audit and monitoring requirements

As discussed earlier, Guidehouse has convened a **COVID-19 Center of Excellence (COE)**, centralizing responses to our various federal, state, and local clients’ COVID-19 so that we can best leverage leading practices and share systems and tools across teams. We have created a toolkit of various tools and technologies developed by our COVID-19 COE that is currently being utilized by a variety of clients in their deployment of CRF financial assistance and other CARES Act grant funding streams. Based on the Guidehouse team’s combined experience of in-depth understanding of federal grant requirements and expeditiously navigating what can be a cumbersome, document-heavy process, these tools will expedite the set-up and ongoing reviews of the Integrity Monitoring function, ensuring that the State and Guidehouse teams can hit the ground running from Day 1.

Amidst the COVID-19 pandemic, the federal government has taken steps to remove certain hurdles typically required of states and municipalities to, for example, establish eligibility of the use of funding. Our own process for guiding clients through initial document submission and subsequent monitoring of their subrecipients is grounded by an audit-ready framework that seeks to drive out risks and common mistakes by grantees and subrecipients which may come into play much later in the process through a federal audit.
The toolkit contains various trackers, dashboards, templates, forms, and guidance to program and project manage various recovery efforts, funding streams, and ensure accurate and compliant documentation of expenditures. These tools will enable the State of New Jersey to collect data and metrics critical for measuring progress and performance, undertake mandatory reporting, retain documentation, and be audit-ready for the multiple federal and state monitoring and/or audit visits that will examine any federally funded grant.

2.3.2 Assistance with Developing, Implementing, and Enhancing Financial Management Internal Controls and Processes

Underpinning the successful implementation of any program are sound financial management and oversight controls to mitigate the risk of recapture by the federal government and misuse of funds by recipients and subrecipients. As such, we will:

1. Review and Improve Procedures Addressing Financial Management

Any audit or assessment of a program’s internal controls will start by reviewing its policies and procedures to ensure compliance with CARES Act and CRF guidance issued, as well as the application of sound financial principles and internal controls – from governance and management oversight and approvals, to more tactical procedures around submission, review, and approval processes for invoices, payments, and reconciliation of disbursements against payment requests. We will assess procedures by asking key questions across levels of financial reconciliation as depicted in the table to the right.

In addition to reviewing documentation and communications that exist around program policies and processes for reimbursement and payment, we will interview key stakeholders at the Using Agency and Participating Program to understand how those dollars then tie to any key program objectives. For example, while the CRF itself does not have National Objective (low-moderate income (LMI)), area beneficiary, or MWBE/SDVOB contractor utilization goals in the same way that HUD CDBG-DR funded programs do, are there other State of New Jersey instituted program goals? If so, how do the dollars spent tie up to those goals? What are the Program’s
Financial Controls & Processes

Subrecipient-level
- What are review & approvals processes in place for invoices prior to reimbursing subrecipients?
- Do formalized checklists & SOPs exist (e.g., required back-up documentation & eligible expenses clearly defined & understood?)
- How are invoice requests & payments assessed against subrecipient budgets prior to issuance of payment?
- What are the escalation & mitigation paths for invoices that need to be updated?
- How are invoices & payments tracked & documented?
- How are invoicing requirements communicated to subrecipients? Budgets memorialized & communicated?

Program-level
- How are disbursements to & requests from subrecipients tracked against Program budget?
- How are budget changes approved, tracked, and documented?
- What escalation & mitigation paths as budgets need to be adjusted?

Agency-level
- How are various program budgets & expenditures tracked, monitored, & reconciled against the agency’s allocation of CRF funding?
- What are review procedures & frequency?
- Who has oversight & what are approvals processes for adjusting budgets across programs?
- How is coordination of benefits conducted across the multiple funding streams beyond CRF?

processes for reporting, tracking, and measuring on those? How are key internal stakeholders coordinating on achieving those objectives, and externally, communicating and working with subrecipients and applicants to ensure accurate reporting and achievement of Program metrics?

2. Perform Account Reconciliations

Assessing the financial management and soundness of a Program’s internal controls and processes will be a core focus of our audits and reviews. An essential key internal control that an entity should implement in a payment management process is the periodic reconciliation of the timing and amounts of payment and reimbursement activity against pre-established payment ceilings (e.g., financial assistance award total). Reviewing and reporting on a periodic basis the results of reconciliations can inform decision makers and the risk management and monitoring processes of where anomalies in spending exist to identify fraud, waste, abuse or human error in tracking fund usage. Reconciliations are also an essential control for assisting the State of New Jersey with ensuring that subrecipients/sub-grantees do not overspend their awards and that the State of New Jersey does not provide awards above those established in agreements with subrecipients and, therefore, above the total financial assistance allocated to the State of New Jersey through CRF. Reconciliations serve as an internal control to detect anomalies and correct them within periodic intervals to avoid overspending and the accumulation of erroneous spending activity over time through the grant management process. The results support management’s assurances that

<table>
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<th>Account Reconciliations</th>
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<tr>
<td>Awards Amount Reconciliations</td>
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<tr>
<td>- Obtain project worksheet and/or grant agreements and report from system of record of grant applicant awards</td>
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<tr>
<td>- Compare project worksheet and/or grant agreement balance with that in system of record to confirm accuracy</td>
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<tr>
<td>- Identify anomalies and make corrections if needed</td>
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<td>- Perform quality assurance by verifying correction is implemented as expected</td>
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Federal Cash and Expenditures
- Obtain cash receipts, cash disbursements, and cash on hand data from grantees and reconcile with supporting documentation
- Reconcile confirmed cash balances amount with the State of New Jersey system data
- Obtain expenditure data from grantees and reconcile with supporting documentation
- Reconcile confirmed expenditure amount with the State of New Jersey system data
- Adjust/confirm grantee balance accordingly
transactions are authorized, reasonable, allowable and correct.

Particularly given the December 31, 2020 deadline to spend CRF funds, immediate and frequent reconciliations over the next few months will enable the State of New Jersey to ensure that the $2.39B in CRF financial assistance that they have received will be spent in-time on eligible expenses.

We are experienced in performing reconciliations of payment and other financial activity across the federal government and within state government organizations such as the New York State Department of Homeland Security and Emergency Services and the Division of Budget and Harris Health system in Texas. We are currently assisting 16 governments with reconciling their CRF spending across levels of review — from reviewing invoices and receipts for eligibility at the most granular level to tracking expenditures against different funding streams, such as CRF and FEMA to support a coordination of benefits review. We will leverage this experience to implement the below proven methodology for conducting reconciliations on a periodic (i.e., monthly or quarterly, depending on availability of data via systems interfaces or grantee submissions) basis.

3. **Undertake quality assurance reviews and assessments associated with the payments process to ensure that they are in compliance with Federal and State regulations**

In addition to the high-level reconciliations we will undertake, based on the level of risk identified, we will either identify sample payments and invoices or perform 100% reviews to test whether agencies and subrecipients are adhering to the policies and procedure outlined for invoice submissions and providing the necessary eligibility and reporting documentation.

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<th>Payment Review</th>
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<tr>
<td><strong>Determine risk-based sample of vendors, projects, subrecipients receiving Coronavirus Virus Relief (CRF) funding.</strong> Sample will be based on both traditional fraud risk indicia and from specific anomalies or risk areas identified through previous risk assessments.</td>
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<tr>
<td><strong>Prepare and submit an initial request for data and documents specifically in support of payments and transactions related to costs for goods and services designated by the State as eligible for reimbursement under the CARES Act/CRF.</strong> Request may include documents and records prepared for and related to the entire life cycle of the transaction such as: Federal and State regulatory guidance, subrecipient selection and onboarding, subrecipient invoices and payments, internal policies and procedures/checklists/guidance for invoice any payment requirements, payroll time sheets, general ledger, and related general and adjusting journal entries.</td>
</tr>
<tr>
<td><strong>Review and analyze the payment review sample to include mapping payments to guidance for the appropriateness and consistency of the classification as an eligible cost, the procurement followed for the goods and/or services, the supporting documentation, and the accounting treatment.</strong></td>
</tr>
<tr>
<td><strong>Develop and maintain efficient and secure document tracking and storage procedures to efficiently track and review information requested, received and reviewed through our review and audit processes.</strong></td>
</tr>
<tr>
<td><strong>Tailor and employ the necessary data analytic tools to efficiently analyze and assess payment data to identify payment anomalies, areas of noncompliance, and potential fraud, waste, and abuse.</strong></td>
</tr>
<tr>
<td><strong>Identify recommendations and enhancements to improve payment processes and internal controls, including streamlining submission and review processes, trainings needed for staff and/or subrecipients on regulations and required documentation.</strong></td>
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Given the incredibly short window of time for CRF funding, we recommend looking at how the programs were structured as part of our determination to sampling and approach to reviews. For example, programs where funding was given as a lump sum to subrecipients may require a more in-depth review. Because there was no process for reviewing expenses for eligibility before money was allocated, we may recommend a higher sample size to start. For reimbursement programs, depending on how the program was developed and how robust the approval process was, we may spend more time reviewing program development, documentation collection, and reporting along with a smaller sample for eligibility initially. We will also review how the
programs were administered. Many of our clients use nonprofit partners or third-party administrators while others are managing programs with their own employees.

We are currently providing invoice and payment reviews for several programs, including funding given to smaller units of government, prime recipient expenses, and grant programs. Given the broad allowability of funds (in theory), our reviews will not only look at invoices and payments but also at the larger program guidelines to ensure communications and policies issued to subrecipients or other units of NJ’s government is in line with Treasury and Treasury OIG guidance. Much has been left to interpretation and risk appetite of the government clients, and we will help NJ assess its overall risk.

We will also leverage our expertise and experience in forensic accounting specifically for fraud, waste, and abuse, as discussed below in Section 3.4 Integrity Monitoring/Anti-Fraud to inform our pay review processes.

4. Provide Recommendations and Identify Options to Mitigate Risk

As we will discuss in greater detail, our approach to audit and monitoring is one grounded in being a partner to program execution, one that will help the State of New Jersey maximize its funding. We are not here to just play “gotcha!” and point out instances of noncompliance, but to work with our clients to proactively identify and mitigate risks. We understand the realities of ensuring compliance with various Code of Federal Regulations (CFRs), US Treasury guidance, along with your own state regulations and program requirements while trying to quickly deploy funding to those most in need to aid recovery building. We pride ourselves on working with our clients to identify solutions, such as how to ensure reconciliations and payment approval processes are stringent enough to prevent fraud, waste, and abuse and potential ineligibility of expenses while being facile and nimble enough to prevent backlogs that deter and slow down recovery efforts of subrecipients and communities.

Through our reviews of a Program’s processes, internal controls, account reconciliations, and QA/QC of payments, we will be able to quickly identify trends and areas of risk, which we will quickly escalate to the relevant Accountability Officer, Recovery Program Participant, administering agency and/or State Contract Manager. We will develop mitigation plans, identify corrective actions, and continue to monitor the risk until resolved.

As we have stated throughout, CRF guidance is broad, eligibility is untested, and no precedent exists. With FEMA PA funding, we already have a strong understanding of what will be eligible and what will not – including what documentation is required. In absence of detailed guidelines, governments have had to create their own assessments of risk as they develop their overall goals. We will look at New Jersey’s program and understand different risk profiles. Already, we have supported clients in this with certain recommendations:

- **Ensure that you have included all expenses that are considered less risky.** As an example, Treasury guidance notes that for administrative convenience, payroll for public
health and public safety employees is eligible. Most recently, Treasury OIG confirmed that except for payroll records, no other documentation is required.

- **Gather more eligible expenses than New Jersey has funding for.** In cases where an auditor fights an eligibility decision, the State can provide other eligible expenses in place of the original expenses submitted.

For more tactical considerations, we will assess different programs and determine if and how programs can be adjusted to minimize level of risk. We will look at certain areas, including:

- **Program Guidelines.** *Is there anything that is in conflict with Treasury guidelines or other applicable regulations?*
- **Communication.** *How has New Jersey been communicating with subrecipients, program administrators, contractors and beneficiaries?*
- **Documentation Management.** *How is New Jersey collecting required records and supporting documentation?*
- **Timing Considerations.** *Given the deadline of December 30, 2020, is there any risk of returning unspent money to Treasury?*

For all of these questions, we will not stop at simply alerting of an observation or issue, but we will work with the stakeholders to find appropriate resolutions to minimize risk.

### 2.3.3 Workload Analysis; Skills Gap Analysis, Organizational Effectiveness and Workforce Recruiting Strategies

Workforce analysis is a critical activity in the disaster recovery environment, particularly following an event with the magnitude of impact and physical and logistical constraints imposed on staffing associated with COVID-19.

It provides a mechanism to evaluate organizational effectiveness by analyzing workload, throughput, skills and recruitment strategies under various operational states. The State of New Jersey has already been challenged with navigating significant changes in its operating environment to meet disaster recovery needs following COVID-19.

We understand that workforce needs change over the lifecycle of a typical grant program – from staffing up initially to set-up payment and disbursement processes to get dollars out the door, to shifting needs and skillsets as attention turns to the day-to-day oversight of rebuilding efforts, and again to final closeout of a grant. We have seen this first-hand during our support of NYS in its Sandy recovery efforts, where we analyzed impacts of staffing shortfalls on emergency response and recovery and identified a need for a revised emergency staffing approach to get dollars out the door, help them stand-up an organization to manage and implement programs, and currently with projecting staffing wind-down, knowledge transfer and succession planning in anticipation of closing out the grant in the next two years.
At the beginning of grant programs, the State needs to quickly mobilize a workforce comprised of both state employees and outside vendors. It is an all “hands on deck” approach to ensure funds are not only being spent quickly but appropriately. As programs move into execution, some grant programs may end quicker than others, and we have done assessments to determine when some programs may be shutting down and others are ramping up — and how to re-balance your workforce appropriately. Your recruiting strategies will shift throughout as well. In some cases, it may be beneficial to bring on a consultant for a specific need that may be short term. In other instances, the State may determine that certain skills and capabilities should be in-house. These exercises may continue several times throughout the grant to ensure you are staffed appropriately.

At one disaster recovery project, our team assessed a certain program about halfway through execution to determine what activities were needed to complete the project, capabilities required to conduct those activities, and the capabilities of existing staff. We then re-designed the organizational structure and highlighted gaps before the State was at risk of not having the right people in the right positions.

Additionally, unlike other disasters, everyone is new to the Coronavirus Relief Fund, so while having grant management and disaster recovery staff is critical, everyone must learn the eligibility requirements and nuances of CRF. We have combated this by coordinating amongst all of our COVID-19 project teams to facilitate information sharing and coordination of eligibility determinations and some of the more complex questions raised. We can share our recommendations around this information sharing where appropriate.

To support the ongoing development of the workforce in line with the State of New Jersey’s strategic priorities and anticipated future events and scenarios, we propose conducting a capabilities and events-driven workforce planning. This effort must be comprehensive yet also flexible enough to allow the State of New Jersey to continue to refine workforce projections based on changing needs and assumptions.

Primary activities for workforce planning include the following:

- **Establish baseline** of the State of New Jersey’s current disaster recovery workforce;
- **Analyze workloads and estimated need** (e.g., estimated volume of invoices in immediate-medium-, and long-term vs. time to review and process payments);
- **Conduct gap analysis** between current and future capabilities and skills analysis;
- **Determine sourcing strategy** where it makes sense to staff with temporary contractors versus needing State employees;
- **Develop a workforce roadmap** with short-term and long-term strategies to close gaps;
- **Create performance metrics and evaluation processes** to assess and update workforce planning needs as needed;
- **Develop a change management strategy** to ensure that recommendations are successfully implemented and outcomes are realized; and
- **Conduct the exercise** across lifecycle, especially as programs move toward closeout.
Guidehouse’s approach is well-tested and easily scalable to meet specific needs and challenges. The State of New Jersey’s operating environment and current workforce composition and demands make a point-in-time analysis particularly challenging. Among the many unique drivers of future workforce capabilities and capacity are:

- Constantly changing legislative requirements;
- New and revised program areas and mission expectations;
- Varying IT systems and tools across agencies
- A blended workforce composed of multiple employment types
- Decentralized delivery of services across Programs across agencies, and
- A widely variable workload.

Based on our knowledge of disaster recovery operations and our experience in the field, we believe the approach proposed above provides the most reliable and immediately usable outcomes. Each step produces relevant workforce planning deliverables that support the identification of process improvements, leading practices and performance measurement, and can be easily adapted and customized based on the realities and needs of each agency or Program.
2.3.4 Provide 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

While CRF funding is considered additional “financial assistance,” and many of the usual CFRs pertaining to typical “grant awards” do not apply, per US Treasury guidance, all requirements related to Internal Controls (2 C.F.R. 200.303), Subrecipient Monitoring and Management (2 C.F.R. 200.330-332), Audit Requirements (2 C.F.R. 200 Subpart F) still DO apply to contracts funded with CRF funds (See August 10, 2020, CRF Frequently Asked Questions, Question 8).

We are currently assisting clients across the country and have helped them design processes, systems, and tools to easily track and document dollars going out the door from the State to agencies to programs to subrecipients, and are helping them design and inform their subrecipient monitoring, financial management, and reporting functions.

In order to do so, we leverage our COVID-19 Center of Excellence to translate and interpret the often complex and convoluted guidance issued by the US Treasury, for example:

- **Which payroll expenses are eligible? How do I treat sick or administrative leave? Hazard pay?**
- **What documentation do I need to have in place to demonstrate eligibility?**
- **What do I need to report on (e.g., payouts of under $50K can be reported in aggregate at the Program-level, whereas payments above that must be reported at the project or applicant-level)?**

As we have helped our clients navigate their unique circumstances across the country, we have developed deep expertise on the nuances, complexities, and considerations that may arise from how the State interprets and decides to spend its financial assistance across the various eligible categories. We have supported discussions with government stakeholders, federal agencies (as appropriate), and Guidehouse grant management subject matter specialists to explore options, risks, and benefits of certain activities and programs. Our team has also provided guidance and justification around program and expense eligibility based on a number of different factors. We have not only issued our own opinions on different eligibility questions, but we have also facilitated discussions with our other clients regarding innovative program ideas or eligibility opinions. Most recently, we had clients discussing capital expenditures, which are allowed but not widely and with some stipulations, and the two governments were able to share information and learn from each other.
2.4 Category 2: Financial Audit and Grants Management

We think of monitoring and compliance as a critical and complementary partner to Program delivery teams in our federal grants management approach. While others may see the words “audit” and “integrity monitoring” immediately think of the antagonist playing “gotcha!”, we think of our role as helping the State and its agencies and Programs proactively identify and mitigate risk to ultimately maximize funding and most efficiently and effectively deliver the services that are most in need to the constituents and communities who need them.

We pride ourselves on a “common sense” approach to monitoring and compliance – one that balances the speed of recovery with risk mitigation. We understand the realities of ensuring compliance with a myriad of federal, state, and program requirements and guidance, while working quickly to deploy funding, particularly one with a looming December 31, 2020 deadline. We will work with your teams to not only point out defects and tell you to “fix it” but identify realistic, feasible solutions. If we find an expense is ineligible under CRF, we can help identify which other grant funding streams it may qualify under. If new guidance is issued around necessary documentation (e.g., HR policies for law enforcement overtime), we will work with your teams on the best way forward to address it.

Our team has extensive experience establishing best-practice, risk-based monitoring and compliance programs targeted towards helping our state and local government clients manage their federally funded grant programs. We understand that the by the time we are brought onboard, the Using Agency/Recovery Program Participant and its Accountability Officer will have already undertaken a risk assessment to identify the need for an Integrity Monitor, per the guidelines issued by the COVID-19 Compliance and Oversight Taskforce under Governor Murphy’s Executive Order 166. Our monitoring approach – Prepare, Monitor, and Correct, will enable us to quickly adapt our proven framework and methodologies to the unique risks and circumstances of each Recovery Program Participant and/or its administering agency, so that we can hit the ground running, and not reinvent the wheel while adding in our unique insights around potential risk areas not already considered based on what we are seeing from our clients across the 32 states in which we are assisting with COVID-19 recovery efforts.

Particularly given the tight timeframe and impending deadline to spend CRF funds, this approach allows the State of New Jersey to identify concerns or findings early, provide custom-tailored technical assistance and training, and reduce the overall risk exposure to the State of having funds recaptured. We have built in opportunities for our team and your team to regularly
communicate and escalate and highlight issues as they arise to give the State of New Jersey an opportunity to swap in expenses, if needed, prior to year-end. Below are detailed descriptions of our monitoring approach.

### 2.4.1 Prepare

Given the effort that the State and its administering agencies have already put into developing a framework, assessing risk, and the need for an independent monitor, we do not want to reinvent the wheel. During the prepare phase, we will work with the State Contracts Manager and Using Agency to understand the risks identified and update the risk assessment as needed based on our insights, and adapt the framework to develop a monitoring plan, schedule, and testing procedures and checklists that make sense for the Program(s) and Agencies at hand.

**Review existing materials and finalize the risk assessment framework.** Focusing monitoring efforts is the first step in managing an effective monitoring and compliance office. Our team will review the existing effort and support a final risk assessment based on additional considerations and insights we bring from currently assisting state and local governments and healthcare systems across 32 states in the country, with various CARES Act authorized funding streams and the CRF itself. We will provide observations and recommendations for evaluating the current risk assessments being conducted by the agencies. We will evaluate them based on a number of factors, including what criteria they use to determine risk as well as their defined risk tolerance.

For example: Do programs that sent funding to subrecipients as lump sum payments require more in-depth monitoring than a reimbursement program where documentation was collected, reviewed, and approved on the front end?

As discussed above in **Section 3.2 Category 1: Program and Process Audit**, we will pay particular attention to a Recovery Program Participant’s and its administering agency’s financial management, internal controls and processes, as core to maximizing New Jersey’s eligible expenses under the CRF and other CARES Act funding streams is minimizing fraud, waste, and abuse, and ineligible expenses through the proper financial management oversight controls and review processes.

Included in this review, we will focus on the communications used by the State and its agencies to drive compliance by subrecipients. This may include improving the clarity and accuracy of the messages each agency is providing its subrecipients, as well as possible inconsistencies in guidance provided across agencies, where applicable, as it pertains to previous risk assessments conducted by the agencies. We will use this current state information to inform our own standardized, risk assessment framework.

Generally, our aim is to offer an analytical approach to identifying the programs, projects, and/or subrecipients that are most susceptible to waste, fraud, abuse, or

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**Case in Point: State of New Jersey Department of Health Services – Social Services Block Grant Support**

Following Superstorm Sandy, New Jersey was declared in a state of emergency and was awarded a supplemental Social Services Block Grant (SSBG), by the U.S. Department of Health and Human Services to rebuild and preserve social services for children and families in the areas most impacted by the storm. New Jersey’s Department of Health Services (DHS) engaged Guidehouse (previously PwC) to provide a risk analysis and assessment at a state, agency, program, and county level. Guidehouse worked with DHS, the Department of Health and the Department of Children and Families to identify strengths and weaknesses in its administration of SSBG-funded programs associated with compliance, accountability, and transparency and ensure that all work performed was eligible for SSBG funding. Guidehouse completed a risk assessment of the state, agencies, counties, and programs by performing interviews and reviewing documentation provided by staff. The team identified issues and risks across programs that would greatly enhance New Jersey’s preparedness for an audit and provided detailed recommendations for the State, County, Programs and Agencies that would mitigate identified issues and risks.
mismanagement of funds, presenting the greatest exposure to non-compliance. We update and adapt the framework outlined by the Taskforce with our methodologies and insights to not only assess risk across agencies and programs but within programs. Some factors may include dollar value, complexity of program, number of contractors/vendors, familiarity with federal grants management, and past audit findings. This will enable the State to develop a better understanding of risk across its entire CRF portfolio. We also understand that while the scope of this specific RFQ is focused on CRF funding, one of the biggest areas for fraud, waste, and abuse is potential Duplication of Benefits – and will be an area where we will coordinate with your other Integrity Monitors to ensure that ultimately the State is not at risk of recapture. We have developed various tools, databases, and frameworks to help the State track, analyze, and monitor risk across its portfolio of projects, subrecipients, and applicants.

This provides an objective perspective on relative risk; however, it may not capture all known risks — for example, a subrecipient that has low risk factors but historically struggles with compliance. To accommodate for potential blind spots in its risk assessment, our team will work with the State Contracts Manager, Using Agencies, and other key stakeholders identified to complete a qualitative review of the results and take into consideration anecdotal evidence. This qualitative assessment can include information obtained from the reviews, external sources (e.g., media, news reports, audit reports, etc.), or observed reporting irregularities. All of these tools and methods will provide the State of New Jersey and its agencies with a prioritized list of programs and within programs, projects for review and monitoring.
**Develop a CRF monitoring plan and schedule.** Next, we will develop a CRF monitoring plan and schedule to drive reliable and consistent monitoring across agencies. We will develop this plan in a manner that incorporates the preferences and unique requirements of each agency while concurrently establishing an approach to monitoring that gives the State consistent and reliable data across agencies and subrecipients. This is key to ensuring timely and reliable reporting for CRF reimbursements within the December 31, 2020 deadline.

**Develop testing procedures, checklists, and templates.** This will include development of testing procedures, checklists, test papers, and report templates needed to undertake the monitoring. We will include statistical sampling guidance as demonstrated in the next section, Monitor and Measure. While some documents will need to be tailored based on different agency requirements and regulations, standardized documentation provides guidance on communication with subrecipients, entrance and exit letter templates, documents to request, and detailed procedures on how to complete the monitoring checklist in a manner consistent with CFR and OMB guidance.

In the spirit of this consistency and to ensure a transparent process, we will develop a communication plan in coordination with state project leadership that can be used to communicate consistently across agencies and subrecipient groups.
2.4.2 Monitor & Measure

Once the guidance revisions, agency risk assessments of subrecipients, monitoring plan, and schedule are finalized and approved by the State, we will support implementation of monitoring. Given the scale of funding deployed across the State’s various agencies, and across its Programs, and the need to balance compliance with the realities of ensuring that the State has spent down its $2.39 billion dollars in CRF financial assistance on eligible expenses prior to year-end, we will build off the updated risk assessment conducted in the preparatory phase to select a sample for testing during each monitoring review, and undertake both desktop and onsite monitoring as needed to quickly and efficiently identify risk areas (e.g., programs, subrecipients/applicants, or vendors with potential risk of recapture) versus those populations where the State and its agencies may gain a level of comfort that expenses are being properly utilized, documented, and compliant with CRF guidance.

**Select a sample.** There is no hard and fast rule for selection methodology. Circumstances will dictate how our team, working in conjunction with State and its agencies, determine its selection, needs, resource availability, and unique program aspects must be documented to justify the selection. Potential methodologies to consider:

- **Tie Sample Size to Risk.** Monitor a percentage of all risk levels, with the highest risk subrecipients or projects possessing the highest likelihood of being sampled. For example, 30% of high-risk, 15% of medium-risk, 10% of low-risk.

- **Tie Monitoring Approach to Risk.** Monitor a consistent percentage across all risk levels, but subject higher risk subrecipients or projects to more robust monitoring. For example, high-risk to be monitored on-site, and medium- and low-risk to be monitored through desktop reviews.

- **Tie Monitoring Approach to Size.** For programs with a small number of subrecipients or projects, consider monitoring 100% rather than a sample.

**Conduct the Reviews.** At this point, the preparation above will make the actual review run smoother and more consistently. Our team will provide the monitoring procedures and checklist to the reviewers and support the reviews if requested. We will set up either an entrance conference or a less formal meeting to kick off the review. Guidehouse will create testing procedures to promote consistency for reviews that require multiple monitors. We recommend creating an answer key to standardize responses and facilitate reporting. For example, noting an answer is “No”, instead of “N” or “Not Found” allows our team and the State of New Jersey to quickly assess trends in the data, without spending a lot of time on data cleansing. The decision to either conduct a field review or a desk review will be made based on several factors.

- **Desk reviews** offer an opportunity to complete focused reviews of multiple subrecipients or projects – without a large resource investment — and can highlight gaps that could lead to non-compliance. Our team may reach out to program teams or subrecipients for
additional documentation or to respond to questions; however, desktop monitoring does not include the witnessing of processes or formal interviews. Given these limitations, desk reviews will usually be conducted for lower risk projects and subrecipients but may also take place for high-risk projects depending on the scope of the review and if data is available electronically. We will also leverage our expertise and experience in forensic accounting specifically for fraud, waste, and abuse, as discussed below in Section 3.4 Integrity Monitoring/Anti-Fraud to inform our pay review processes.

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<tr>
<th>Desktop monitoring – sampling activities</th>
<th>Fieldwork – sampling activities</th>
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<tr>
<td>• Review Program policies and procedures, SOPs (incl. payment review processes), guidance issued to subrecipients/vendor/contractors</td>
<td>• Repeated and comparable observation of personnel, equipment, contractors present on site (e.g., increased testing)</td>
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<tr>
<td>• Sample and review reimbursement and invoice requests from subrecipients</td>
<td>• Interviews with relevant personnel onsite (e.g., small business owners, health and hospital employees, social service providers)</td>
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<tr>
<td>• Compare reporting against project plans, schedules, and requirements per CRF guidance, 2 CFR 200 requirements, program requirements</td>
<td>• Visual observation of conditions of increased “health and safety” precautions undertaken on properties (e.g., schools, NJ Transit)</td>
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<td>• Review relevant payroll and wage documentation</td>
<td>• Inventory of PPE and other equipment purchased</td>
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<tr>
<td>• Review and verify income and eligibility requirements of subrecipients and applicants (e.g., Small Business Emergency Assistance, HMFA’s Small Landlord, Emergency Rental Assistance subrecipients)</td>
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<td></td>
<td>• Interviews with Program staff, subrecipients (e.g., Small Business Owners) as needed</td>
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- A field review consists of an in-person visit to the subrecipient’s office and/or location where eligible activities (services or construction) are being conducted. While we know that the majority of our reviews may be desk reviews, especially given the time constraints of the funding, it is possible a field review will be warranted. In some cases, an on-site monitoring visit may follow or be done in conjunction with a desk review. During the on-site visit, the monitor will interview staff and review files to assess the subrecipient or project’s processes and capacity to administer grant funds in compliance with applicable requirements. The file review conducted during this visit will be similar to the desk reviews; however, the review will be conducted through the subrecipient’s recordkeeping system and enable our team and the agencies to assess subrecipient documentation for compliance with record retention policies. In addition, on-site visits enable us the opportunity to monitor project activities.

We will review the information provided from agencies in accordance with industry standard control objectives including completeness, accuracy, validity to help ensure compliant reporting information. The results of agency reviews and our findings will be used to inform corrective action plans, which each agency’s Accountability Officer, in conjunction with the Governor’s Disaster Recovery Office (GDRO), and the Taskforce can use to follow-up with subrecipients as they work towards the necessary information for compliance and reimbursement.

2.4.3 Correct

The Guidehouse team is committed to setting up the State of New Jersey for success through their CRF program, and beyond to help the state maximize its funding through the CARES Act. Through our guidance and trainings, SMEs, COVID-19 Center of Excellence and in-depth understanding of federal and state grant requirements, our goal is to equip departments and agencies with tools, templates, processes and procedures to ensure long-term sustainability of a compliant grant management process. In this last phase, our team will develop a final report with observations/findings and corrective actions, perform follow-up as needed, and provide technical assistance to mitigate risk of recapture and maximize expenses reimbursed through the CRF specifically, as well as other funding opportunities under the CARES Act. For example, if we find that an expense is ineligible under current CRF guidance, we will work with the State to understand what other expenses can be swapped in (potentially from other Programs), and what other grant funding streams might cover those ineligible under CRF.
Develop a Final Report. Based on the agreed upon expectations determined at the onset of the project, we will prepare and release a final report that documents the degree to which subrecipients comply with OMB/2 CFR requirements, CRF guidance, and State of New Jersey regulations and requirements, as well as each respective Program’s policies and requirements. The monitoring results will help us estimate the levels of subrecipient compliance with confidence, and these results will be documented in the final report. Additionally, the report will include figures, statistics, and trends related to distribution method (e.g., reimbursement, student per capita).

The final report will document the findings from both field audits and desktop analyses performed throughout the duration of the engagement. This report will consolidate and summarize completed, in-progress, and upcoming activities related to CRF monitoring based on the latest federal and state guidance. The report will identify corrective actions, including those that may be directed at the Recovery Program Participant and its subrecipients, as well as its administering agency.

All in all, the final report will be a compendium of key information gleaned throughout the duration of each review related to monitoring objectives and requirements, findings and results, gaps and challenges, and areas of opportunity to improve upon going forward.

Follow-up to Measure Progress (as Time Permits). As important as it is to identify risks and observations, our team will not formally close out a review until we have given program teams or subrecipients an opportunity to correct the issue. We will schedule a follow up visit as part of our monitoring schedule to assess how the program team or subrecipient has changed its policies, processes or updated its files. We will coordinate with the State Contracts Manager, Using Agency, and Recovery Program Participant to provide a communication plan. The State will be able to use this plan to drive ongoing success addressing corrective actions while facilitating the needed, consistent data across agencies and their subrecipients that will be submitted for reimbursements.

Provide Technical Assistance and Trainings. We view monitoring and compliance as complementary to successful program, versus traditional perceptions of audit as playing a game of “gotcha!”. Throughout our monitoring activities, we will focus on providing technical assistance and trainings as needed to your staff, with an eye towards helping you maximize your recovery funding. It will include training on our approach to the work, a thorough review of the consolidated final report, and work with you to identify solutions that are feasible, implementable and value-add – not just corrective actions that say “fix this.” Based on risk areas
identified for recapture, or fraud, waste and abuse, we will develop targeted trainings to raise staff awareness, improve processes and guidelines for detecting fraud, and increase understanding of regulations and requirements. As discussed in greater detail in **Category 3: Integrity Monitoring/Anti-Fraud (Section 2.5)**, our decades of experience helping our clients detect fraud, waste, and abuse and undertaking integrity monitoring for such, particularly in relation to federally funded programs, will help inform the technical assistance and trainings we provide.

Ongoing training and technical assistance are key to the success of compliant CRF implementation and program management and have been critical components of Guidehouse’s disaster recovery services. We will work with your staff to create training material that includes customized worksheets, handouts, templates, and PowerPoint slides in support of ongoing CRF monitoring and prepare for “grant closeout” activities. We will deliver these trainings to relevant stakeholders as frequently as needed or requested.

**Staff and management trainings will include:**

- Policy updates on CRF and other CARES Act/stimulus funding programs
- Ongoing program compliance requirements
- Monitoring for fraud, waste, and abuse

We will provide relevant trainings and technical assistance to interested subrecipients, contractors and other potential stakeholders on applicable federal and local regulations and requirements to help ensure that all parties involved with the COVID-19 recovery programs understand and comply with such requirements.

Additionally, while we understand the scope of services under this RFQ is specifically for Coronavirus Relief Funding, our background assisting clients across the country on COVID-19 recovery across various funding streams will inform where Duplication of Benefits may occur, or other considerations the State, administering agency, or Recovery Program Participant should be aware of when monitoring.
2.5 Category 3: Integrity Monitoring/Anti-fraud

While the CRF financial assistance and other CARES Act grant money (e.g., FEMA PA) will be managed through a framework of guidance provided at the front end of “how the money can and should be spent;” the forensic accounting piece that we will perform as part of our Integrity Monitoring efforts for fraud, waste, and abuse will focus on “how it was actually spent”. To detect the intentional misuse of funds, such as a “small business owner” claiming relief even though s/he is not a licensed business, you will need to rely on a team with specialized forensic accounting and investigative expertise.

Guidehouse offers a team of top local, national and global professionals who bring a myriad of special skills: Certified Public Accountants, financial analysts, technology specialists as well as former regulators, prosecutors, special agents, and other law enforcement personnel. Guidehouse has extensive experience in investigations, oversight and monitoring, anti-money laundering, anti-corruption, forensic accounting, and fraud investigations. A listing of our capabilities is provided below.

At the Federal level, our professionals have assisted agencies such as the Department of Homeland Security (DHS) and Federal Emergency Management Agency (FEMA) with a number of complex internal control initiatives. Guidehouse’s Improper Payments Information Act (IPIA) Pilot Study of FEMA’s high-risk grant programs was deemed a leading practice by the federal Office of Management and Budget (OMB) and improved DHS’ Eliminating Improper Payments rating under the President’s Management Agenda (PMA) from red to yellow. Guidehouse is prepared to respond to New Jersey’s needs across all identified areas.

Based on our experiences, when projects do not hit their initial objectives, it is often for the following reasons:

- Misalignment on project objectives by the key stakeholders
- Lack of resources committed from key stakeholders for the projects
- Changing business priorities for the client and/or client agency, which causes a shift of resources and budget away from project activities
- Inability to prioritize work and/or desire to take on too much at once by the client organization
Our Approach to integrity monitoring for New Jersey at a high-level is as follows:

- **Phase I: Onboard & Mobilize.** to ensure that our integrity monitoring efforts have a solid foundation upon which to start. We will work with the State to identify key stakeholders, develop a communications structure to ensure open dialogue, collaboration, and transparency; and identify a governance structure, with clear roles and responsibilities, to enable a clear decision-making process to quickly identify and mitigate risks.

- **Phase II: Prepare for Monitoring.** to identify key risk indicators across programs, developing or updating our risk assessment based on the work each Recovery Program Participant has done-to-date based on the Taskforce’s guidelines, to prioritize efforts across areas most ripe for fraud, waste, and abuse. We will then work with each Program or Agency to develop a monitoring schedule. By developing a risk assessment and monitoring schedule, we can provide clients with a roadmap to assist with the prioritization and phasing of efforts and not lose sight of the “big picture” outlook. To add value and demonstrate the importance of integrity monitoring efforts across the CRF programs, our Monitoring approach focuses on key risk areas for detecting fraud, waste, and abuse, and potential noncompliance with federal requirements that may result in the rescinding of funding.

- **Phase III: Execute Monitoring and Reporting.** to leverage the expertise of the Guidehouse’s forensics, infrastructure, government, and data analytics capabilities to perform both preventive and detective analyses to identify anomalies, instances of noncompliance, and “red flags” that may need to be investigated and troubleshoot. By considering the dollar value of contracts and programs as a key risk criteria during our development of a risk assessment, we can help the State prevent the fraudulent use of funding, save costs, and be a proactive stewards of public dollars.

Below we add more detail into the specific sections noted in the RFQ.
2.5.1 Forensic Accounting and Specialty Accounting Services

With any large amounts of grant money coming in and needing to be disbursed quickly, there is always a risk that there could be a small number of “bad actors” who may try to take advantage of the system to fraudulently spend or request money. Often what we see is that our government clients cannot and do not have the staff with the appropriate qualifications to be able to adequately conduct investigations and monitor these funds to be able to prosecute and claw back fraudulent claims. This is where a firm like Guidehouse can provide the State with a deep set of skills and services to assist with these specialized accounting needs. With our roots as PricewaterhouseCoopers, accounting is at the core of our client services. Our firm has a deep bench of accountants and forensic monitors who focus on forensic monitoring, accounting and investigations. Our professionals utilize existing sophisticated data-mining and data-warehousing tools to support fraud investigations, fund tracing, anti-money laundering (AML), and financial data intelligence gathering. We have supported fraud investigations related to allegations of asset misappropriation and performing due diligence and forensic accounting procedures regarding allegations of bribery, corruption and violations of the Foreign Corrupt Practices Act (FCPA).

Continuing Risk Assessment & Loss Mitigation

A properly executed fraud risk assessment begins with the organization of the assessment and must take into consideration the operating environment and the organizational structure. Assessment should be conducted across various levels, including the (i) organization-wide, (ii) program-wide, and (iii) process levels. The assessment should identify potential fraud, waste and abuse schemes and scenarios tailored to each level — taking into consideration the related actors/participants.

The State will be able to leverage Guidehouse’s multi-phased approach for the assessment, design and implementation of a thorough and effective anti-corruption program. First, we will conduct a preliminary assessment of the State’s control environment which includes:

- Risk assessment protocols and ratings
- Culture, both at the State and the various field activities,
- Level of education and awareness across the State enterprise, and the
- Processes and internal controls in place

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

The essence of a continuous monitoring solution is in the operation of the continuous monitoring cycle, where the analytical rules that monitor transactional data for anomalies are developed, deployed and the outputs continuously reviewed. Guidehouse supports a wide range of activities required to apply continuous monitoring, from a proof of concept to embedding it within an organization as business as usual. Technology is an enabler for continuous monitoring and is only one aspect of a successful solution. Systems typically monitor transactions for anomalies through the application of data analytics.
Our approach to meeting the State’s needs is to first begin to understand the environment, fraud risks, and available data before selecting a specific toolset to implement continuous monitoring. Further, it is important to have an idea of the overall analysis strategy, types of predictive models, desired ranking and scoring systems, and dashboards needed before embarking on an implementation. To simply implement a tool first would be to risk missing important considerations and/or risk implementing a more expensive tool than is truly needed. Further, an opportunity to leverage existing tools/infrastructure the State is currently trained on and maintains could be missed. To this end, we will assist the State in making informed decisions regarding the implementation of the continuous monitoring tool. This methodology gives us a framework to review and assess technology solutions that meet your needs in collaboration with your input and involvement.

In selecting the right tool for the State, Guidehouse suggests the following criteria for evaluating options for implementing a permanent solution:

<table>
<thead>
<tr>
<th>Develop Rules to Detect Anomalies</th>
<th>Deploy Rules Continuously</th>
<th>Operate Continuously</th>
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<tbody>
<tr>
<td>• Through analysis of historical data, develop analytical rules to identify anomalies, or deviations from the norm, in the transactional data through the Analysis Engine</td>
<td>• Deploy rules to run continuously, detect anomalies in new transactions, and notify appropriate individuals</td>
<td>• Utilize Ranking and Scoring Report and Dashboarding reporting</td>
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<tr>
<td>• Analyze deviations and anomalies to maximize effectiveness of rules</td>
<td>• Incorporates Ranking and Scoring</td>
<td>• Continuous monitoring and closed loop refinement process of detecting anomalies fed into the Analysis Engine to continually update system</td>
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<tr>
<td>• Iteratively refine rules to incorporate results of anomaly analysis</td>
<td>• Appropriately determine frequency to balance risk management and operational efficiency</td>
<td>• Detected anomalies are managed through a semi-autonomous workflow where controls are improved as needed</td>
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</table>

Our goal is efficient grants management and utilization that is focused on eligibility, compliance and transparency. Our team will assess the State’s ability to prevent, detect and remediate the risks of fraud associated with the administration and use of CARES Act funding and mitigate the potential for the deobligation of CARES Act funds. We will perform a comprehensive forensic review of costs designated by the State as potentially eligible for reimbursement from the Coronavirus Relief Fund (CRF). Our team will leverage our collective years of experience as integrity monitors, forensic accountant, and former law enforcement officers to developed risk-based analytics and review processes to identify instances of fraud, payment anomalies, and illegal or unethical conduct. We will provide a level of pre-audit certification for compliance with federal regulations and guidance and swift corrective action on any compliance concerns.

2.5.3 Prevention, detection and investigation of fraud and misconduct

While we leverage the same monitoring principles and activities discussed above in Category 2: Financial Audit/Grants Management; the prevention, detection and investigation of fraud and misconduct will focus on intentional misuse of funds – which requires a level of specialized due diligence and forensic accounting to differentiate from instances where Programs and subrecipients may be noncompliant due to simple misunderstanding or misapplication of rules and regulations (e.g., local governments not understanding the convoluted guidance around payroll reimbursement for law enforcement officials).
Below are sample activities we would perform to validate whether dollars were actually spent in accordance with the manner they were intended:

- **Prepare and submit an initial request for data and documents specifically in support of payments and transactions related to costs for goods and services designated by the State as eligible for reimbursement under the CARES Act.** This request will include documents and records prepared for and related to the entire life cycle of the transaction such as: Federal and State regulatory guidance, procurement requests, vendor selection and onboarding, vendor invoices and payments, payroll time sheets, general ledger, and related general and adjusting journal entries.

- **Conduct a preliminary review of payments** designated by the State as potentially eligible for reimbursement and pursuant to the review, develop a risk-based Payment Review sample.

- **Review and analyze the Payment Review sample** to include mapping payments to guidance for the appropriateness and consistency of the classification as an eligible cost, the procurement followed for the goods and/or services, the supporting documentation, and the accounting treatment.

- **Perform targeted investigative due diligence** on a risk-based sample of vendors receiving CARES Act funding. The sample will be based on both traditional fraud risk indicia and from specific anomalies or suspicious trends identified from the Payment Review sample.

- **Develop and maintain efficient and secure document tracking** and storage procedures to efficiently track and review information requested, received and reviewed through our review and audit processes.

- **Tailor and employ the necessary data analytic tools** to efficiently analyze and assess payment data to identify payment anomalies.

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**Case in Point: New York State Superstorm Sandy Program Recovery Office – Anti-Fraud, Waste, and Abuse Program**

New York State engaged Guidehouse to develop an Anti-Fraud, Waste, and Abuse (AFWA) program as a component of its Integrity Monitoring approach to deliver funds to Superstorm Sandy victims. The State of New York received a large portion of the $50.5B dollars appropriated by the Federal Government for areas affected by Superstorms Sandy, Irene and Lee and required a large-scale operation to deploy the funding effectively. Guidehouse was tasked with crafting an additional layer of protection against fraud and waste by creating and implementing an AFWA check during the preliminary intake process. Guidehouse gathered all the HUD, CDBG, State and Federal eligibility requirements and devised a 6 (7 for Small Businesses) prong AFWA check universally applicable to all GOSR programs. The team executed AFWA checks for over 10,000 applicants working with multiple internal and external stakeholders. Ultimately, the AFWA failure rate was found to be <1% and no applicants on the federal debarment list or any found to be under investigation for financial malfeasances were awarded money. Guidehouse also streamlined the process by running large batches of AFWA checks upfront, limiting the amount of time wasted on ineligible applicants.
2.5.4 Implementation and management of appropriate compliance systems and controls required by State and Federal governing guidelines, regulations and law

Guidehouse has extensive experience working with federal clients to develop, adapt and sustain business processes and internal controls to achieve regulatory compliance with the statutes, regulations, policies and guidance that govern recovery operations and management of disaster assistance funding. We have served as liaisons to the Office of Management and Budget (OMB) and have relationships within OMB to support our clients in understanding emerging requirements and relevant legislation to proactively align operations to achieve compliance. We have assisted state and local governments, such as the City of New York, translate and apply OMB Circular A-133 Single Audits requirements to its federally-funded grant programs; including adapting the COSO framework and its principles to public sector organizations. Our professionals have assisted DHS and FEMA with a number of complex internal control initiatives, including OMB Circular A-123 Appendix A and B and improper payments.

In 2008, our Improper Payments Information Act (IPIA) Pilot Study of FEMA’s high-risk grant programs was deemed a best practice by OMB and improved DHS’ Eliminating Improper Payments PMA rating from red to yellow. Our support on improper payment assessments conducted throughout FY09 contributed to DHS achieving compliance with IPIA requirements for the first time in the Department’s history.

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

Our team will securely manage data and employ efficiently designed data analytics to review and audit third party payments and controls over the critical processes. We will review available transactions rather than a more typical sample basis to identify the full impact of potential issues, instead of developing a simple estimate. Our approach proactively leverages datasets to scrutinize for trends and relational outputs and establishes common and custom rules within an analytics library to guide the detection and monitoring efforts toward areas of vulnerability. The process captures the intelligence gained from previous iterations and is scalable to any magnitude of data and rules-based complexity.
Table 1 provides a snapshot of sample tests that Guidehouse will process against the State’s dataset. Based on prior analyses performed in this area, Guidehouse has indicated correlations between the categories of testing and the high-level analyses. Guidehouse will use these as a baseline and further refine and prioritize based on the State’s data results and input.

<table>
<thead>
<tr>
<th>Benchmark Categories</th>
<th>Cost Mischarging</th>
<th>Duplicate Invoice Payments to Contractors</th>
<th>Payments Without Valid Documentation Supporting Data</th>
<th>Payments to Debarred or Suspended Contractors</th>
<th>Defective Pricing</th>
<th>False Statements and Claims</th>
<th>Phantom Vendors</th>
<th>Conspiring of Contracts</th>
<th>Bid Rigging</th>
<th>Unjustified Sole Sourcing</th>
<th>Conflicts of Interest</th>
<th>Kickbacks</th>
<th>Bribery</th>
<th>Collusive Bidding</th>
<th>Unauthorized Task Orders or Delivery Orders</th>
<th>Unauthorized Change Orders</th>
<th>Counterfeit Goods</th>
<th>Unauthorized Product Substitution</th>
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<td>Asset Misappropriation/ Billing Schemes</td>
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<td>Asset Misappropriation/ False Sales &amp; Shipping</td>
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<td>Corruption/Bribery</td>
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<td>Fraudulent Disbursements/ Billing Schemes</td>
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<td>Fraudulent Statements/ Fictitious Revenues</td>
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<td>Fraudulent Statements/ Timing Differences</td>
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<td>Informative/ Billing Schemes</td>
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2.6 Deliverables

Across each of the three categories, we will provide:

- **Updated risk assessments**, based on risk criteria from each Program, Accountability Officer, administering agency, the Taskforce, as well as our own insights from navigating CARES Act funding with our state and local government clients across the country.

- **Audit/monitoring schedule and plan**, to structure and prioritize our reviews based on the areas of greatest risk – from across levels - Programs, Subrecipients, Projects, etc., or based on cross-cutting requirements (e.g., payroll administration).

- **Updated testing procedures, checklists, tools, and templates** based on the area of focus for each review.

- **Regular updates and communications** to immediately notify the Accountability Officer, Program, and other key State stakeholders of any evidence of misconduct, unethical, or criminal activity associated with the use of the federal funds.

- **Regular status reports** to provide the status of our monitoring, audit, and forensic accounting activities and any critical findings requiring expedited attention.

- **Final reports**, which will summarize our methodology, including the documents collected and reviewed, interviews conducted, the transactions and payments reviewed, analyses performed, transactions requiring additional documentation or adjustments to their accounting treatment; observations and/or findings of potential non-compliance, including eligibility for reimbursement; fraud, waste, and abuse; and recommendations for risk mitigation, including any Corrective Actions identified, and timeframes for remediation. These reports will serve a dual purpose as the pre-compliance audit reflecting the management and use of the federal funds, as well as the roadmap for future monitoring and implementation of corrective actions needed.

- **Draft quarterly reports** to summarize observations and findings across all our reviews to provide the State with a holistic overview of themes/trends and areas of risk across its
agencies, Programs, and funding streams, as well as recommended corrective actions and risk mitigation paths. The report will be provided on the last day of the quarter and will detailing the specific services rendered during that quarter and any findings of waste fraud or abuse across all our reviews.

- **Final quarterly reports**, which will include any comments from the Using Agency to the State Treasurer, which shall be shared with the GDRO, the Senate President, Speaker of the General Assembly, the Attorney General and the State Comptroller.

- **Any additional reporting requirements** included in the Letter of Engagement, including reporting that may be required by the CRF (see table to right) or other CARES Act funding streams (e.g., HUD CDBG-DR Quarterly Progress Reports).
Section 3 Organizational Support and Experience

3.1 About Guidehouse

Guidehouse is a national leader in advisory services consulting to the public sector with a strong history of supporting U.S. government agencies for several years. Guidehouse was formed as the public sector branch of PricewaterhouseCoopers (PwC). Headquartered in Washington, D.C., Guidehouse has more than 7,000 professionals in over 50 locations worldwide. On October 11, 2019, Guidehouse LLP completed its previously announced acquisition of Navigant Consulting Inc. Our combined company has unmatched experience in highly regulated industries across both the commercial and government sectors, with a focus on supporting client needs in the industries of National Security, Healthcare, Financial Services, Energy, and Aerospace & Defense.

We are proud of our track record of successful service to government agencies across the U.S. and our reputation for delivering exceptional results and building trust with our clients. We received the 2014 Malcolm Baldrige National Quality Award, presented annually by the President of the United States to organizations that demonstrate performance excellence through innovation, improvement, and visionary leadership. Guidehouse is the only professional services firm to achieve this recognition, and it is a testament to our commitment to quality service.

3.2 Management Overview

Our capability to be successful comes from our ability to bring a cross-disciplinary team of experts to multi-faceted projects — combining strategic, technological, and operational considerations — in highly dynamic environments. We have selected individuals for our team based on their expertise in disaster cost recovery, federal grants management and CARES Act/COVID-19 recovery, and integrity monitoring, including significant experience in auditing and investigations across all of the task areas of the proposal: procedure and process review; design and implementation of mitigation controls; financial audit and reconciliation; records review and compliance; anti-fraud integrity monitoring. Anaita Kasad, Gaurav Menon, Ellen Zimiles, and Jeff Bankowski, CPA will be the engagement partners overseeing the work, and our hand-selected team of Program and Project Managers with backgrounds in federal grants management. COVID-19 integrity monitoring/audit, and COVID-19 will provide direct project management, in addition to subject matter expertise.

For all of our integrity monitoring projects, we take the tested management approach described below.

<table>
<thead>
<tr>
<th>Method</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compliance</td>
<td>- The approach and methodology we use in integrity monitoring is designed to detect and deter the different varieties of fraud that have historically plagued federally-funded projects, including MWDBE fraud; bid-rigging; infiltration by organized crime and labor racketeering; payroll schemes either designed to or resulting in the overbilling of the client agency; schemes that subvert government programs to encourage the hiring of disadvantaged subcontractors; overbilling of the client agency through inflated payment applications and change orders; and prevailing wage fraud, among other schemes.</td>
</tr>
<tr>
<td>Reporting</td>
<td>- Our policy as an integrity monitor is to be transparent, responsive and accountable to the agency for whom we work. We expect to report to the State Contract Manager and Using Agency as follows: - Immediately notify the relevant parties by telephone or email of any evidence of criminal activity or unethical activity, or any issue of site safety or security requiring a prompt response;</td>
</tr>
</tbody>
</table>
## Method Description
- Submit regular activity reports by email to the client team to provide the status of our monitoring activities, any critical findings and observations on the project, and recommended next steps required to address or resolve outstanding issues. The frequency of these reports will be determined in consultation with the State Contract Manager and Using Agency’s team;
- Submit more formal written reports and have in person status meetings, as directed by the State Contract Manager and/or Using Agency; and
- Track deliverables, meetings and our budget.

### Quality Assurance
- Our project management team will oversee the work performed by Guidehouse professionals and our MBE and WBE partners during the monitoring. This leadership team will be assisted by a staff of highly trained professionals, all of whom have relevant and extensive experience working on major monitorships. The work of more junior members of the monitoring team will be subject to continuous quality control review by the project managers to whom they report to ensure quality of the work.

### Cost Control
- We control costs in two ways. First, we formulate a written plan at the beginning of each month, which we submit to the client team, outlining the tasks to be performed that month, the hours allocated to those tasks and the staff expected to perform the tasks. This control tends to ensure that planned tasks are within budget and are in fact performed. Second, we control costs by assigning staff to each task with the appropriate level of experience, and in the appropriate staffing levels, and by obtaining the client’s prior approval for any tasks that we anticipate being unusual or significant. We closely monitor our monthly budget and prepare forecasted run rates for the tasks to be performed for the overall contract.

We are committed to bringing a team that you can quickly develop a level of trust with, a team that will be easy to work with, and a team that will stand side-by-side with you until the successful conclusion of the program. We will be a partner that:

- Brings our global disaster recovery capabilities to the region;
- Understands what it will take to be successful in recovery, and;
- Has local roots and is invested in the community program.

The Program Managers for each engagement issued under this contract will be the direct line of authority for the Guidehouse Team and will be accountable for oversight of all tasks in each Category area, from initial kick-off and project planning through execution. The Project Managers will be your main and consistent points of day-to-day contact, overseeing each project team of Senior Consultants, Consultants, Associates, and other specialists, and will be accessible and available whenever you need them. We have provided the State with some of our most seasoned and experienced professionals to provide you with the advice you need right now. Our team will support all activities in our approach and be fully dedicated and available to the State for the duration of the project. Illustrative resumes of staff across the three categories outlined within this RFQ can be found in Section 3.5 Organizational Support and Experience.

### 3.3 Contract Management
Our team will work with the State Contract Manager or Using Agency to confirm the goals of the project, align priorities and expectations, identify the project governance structure and key stakeholders, and build a communication cadence — internal and external — into the planning effort. Building a common understanding of project goals into the engagement will enable timely identification, escalation, and mitigation of potential risks to the scope and timeline throughout the project. The graphic below shows our approach to developing governance structures, built upon key factors of effective governance that we operationalize to support the success of our clients.
We expand on each of these key factors below:

- **Early Establishment of a Governance Structure and Communications.** Governance structures and communications serve an important purpose in enabling informed and strategic decision-making and establishing them early allows you to act quickly when needs arise. We will work with the State Contract Manager and Using Agency to identify key stakeholders, their decision-making authority, and optimal structures for flow of information. We will bring our expertise of governance and communications structures and work with you to tailor one that fits your team.

- **Early Establishment of Business Objectives and Key Milestones.** Knowing and understanding the objectives of this project is important to building the buy-in of project stakeholders. We will work with you to identify and detail these business objectives to drive clarity across stakeholders while also developing tools that track progress towards decided upon key milestones on a regular basis.

- **Transparent Communication, Issue Resolution, and Timeline Management.** Transparent communication is essential in a disaster recovery engagement, especially in the midst of an ongoing pandemic that continues to bring new information to light each day. We will work with you to develop a communications plan for actionable and timely sharing of information. Our experience delivering and supporting communications during the current pandemic allows us to quickly identify likely and potential communication needs that may arise and to provide informed recommendations on the best line of communication in these various scenarios.

- **Collaboration and Building Consensus.** A fully functioning governance structure requires a collaborative environment be present within the organization. We will bring collaboration and consensus building techniques, such as our strategic use of polling and input gathering mechanisms. We are confident in our techniques, refined over years of managing change and building agreement among different stakeholders on our largest client engagements.

- **Proactive Risk Management.** Proactive risk management enables a team to avoid or manage both existing and emerging risks, thereby helping teams adapt rapidly to unwanted events. We will develop a risks and issues log to track these identified risks and active issues. These logs will contain critical information, such as the risk or issue, date identified, determined mitigation tactic, and status towards resolution. We will maintain this log, including an archive of resolved risks and issues, to review with you during our governance checkpoints.

- **Consistent Approach to Quality Management.** A consistent approach to quality management supports clear expectations and standards of work. Implementing a consistent approach increases efficiency across processes, reduces waste, and improves the use of time and other resources. In responding to an unprecedented disaster, this commitment to quality is critical. Our oversight of the project will maintain structured quality checks, with deliverables across project workstreams being reviewed by each day-to-day Project Manager, to establish a “single source of truth” pertaining to quality standards. Our Project
Managers will collaborate closely with the Program Managers and Engagement Partners to ensure alignment of these standards.

- **Client Relationship Built on Trust.** Above all else, we pride ourselves on being a partner that our clients can trust in times of crisis. We are a team of consultants whose careers focus specifically on the public sector, many of us having spent years working directly within government agencies. We bring a perspective on the challenges and realities that public sector leaders face, and we operate with this understanding in mind to deliver recommendations and solutions that will help you effectively navigate these obstacles. We are committed to the success of our clients and the public they serve; we believe the value of our work is rooted in our ability to truly support the needs of our clients, and we govern through this frame of thinking. We will be your partner from the start of your COVID-19 response, and we are committed to supporting you all the way through.

### 3.4 How We Manage Quality

At Guidehouse, we take the quality of our work very seriously and as such, have numerous rigorous and standardized processes that we include within all our engagements to ensure the quality of our work. With our roots in the highly regulated accounting and auditing fields, we see quality control as critical to ensuring our clients’ satisfaction.

Our Program Managers along with our Partners will review all contractual deliverables to ensure that Guidehouse is meeting the goals of the project. Program Managers and Partners will also provide quality assurance on all contract deliverables and wider outputs for technical quality. Rigorous Partner and Program Manager review and sign-off procedures are part of our standard Guidehouse process to ensure that deliverables are of the highest standard for our clients. For this project, we will also enforce quality via the following very practical quality assurance mechanisms:

- **Kick-off Meeting to Establish Expectations.** We will meet with the State Contract Manager and Using Agency’s leadership team and respective task owners at the onset to make sure we properly understand the objectives and requirements, including timelines, for the project. All Guidehouse team members would join this meeting (as appropriate) to make sure there is a consistent understanding across our team of project objectives and expectations, and that everyone is on the same page before the task even begins.

- **Frequent Project Processes and Reporting.** Through regular meetings with your team during the project, we will make sure that our work products remain aligned with your objectives and address any changes in project direction. Our project team will closely monitor progress against the project’s objectives and budget and will work with you regularly to ensure that our work is meeting your high-quality standards. We believe that regular and open communication is the best approach. We propose to report to your leadership team regularly on project progress, risks and issues, and next steps. We will use our Guidehouse program management dashboard for comprehensive monthly reporting, with a traffic light assessment of progress against key outputs, issues, and actions.

- **Structured Project Management Tools.** Guidehouse employs replicable methods and tools to achieve task objectives, control costs, provide for consistency, and manage resources in an environment of concurrent task orders and competing demands. Tools include standard templates for response and execution, reporting status, burn reports/analyses, risk assessments, and staff modeling. During execution, our Program and Project Managers will use these tools to provide oversight to the team. They will manage
our project costs, schedule, performance, and reporting requirements; prepare deliverables for delivery; and meet to provide status reports and manage/mitigate risks.

Collectively, these tools will help us evaluate a task’s status and the impact of changes resulting from shifts in mission priorities. In turn, this increases our ability to help you reach your goals. These and other tools are standard facets of the Guidehouse process. These procedures were developed for uniformity, consistency, and quality in approach. Our partners and employees take them seriously because we recognize that our success in this engagement translates to your success, and your success ultimately enables the State of New Jersey to recover and thrive.

### 3.5 Organizational Support and Experience

#### Our Team

Tools, frameworks, and quality control processes are just pieces of the bigger picture. A framework and approach by itself cannot succeed. You need a truly engaged, experienced and world-class team of professionals to deliver the results, particularly the ones required across such a wide-scale, complex, and high-profile efforts. Our staff are ready and excited to work with your team to deliver truly successful outcomes across your agencies and CARES Act funded programs. We are committed to bringing you a team that you can quickly develop a rapport of trust with, a team that will be easy to work with, and a team that will stand side-by-side with you until the successful conclusion of the program. We will be a partner that:

- Brings our global disaster recovery capabilities with a focus on financial audit and grant management to the region;
- Understands and has experience in what it takes to run successful disaster and cost recovery programs;
- Understands New Jersey’s unique challenges presented during the COVID-19 pandemic and
- Provides Program and Process Management Monitoring, Financial Auditing and Grant Management, Integrity Monitoring/Anti-Fraud experience to support your services in the disbursement of Coronavirus Relief Funds.

It is important to note that our leadership team is not just layers of redundant oversight but is comprised of people who are true “doers,” who will roll up their sleeves and do the work with the team. We have provided some of our most seasoned and experienced professionals who can give the advice you need not only right now with COVID-19 but as the situation continues to evolve. Our organization chart is depicted below note our three workstreams.
Our specialized team of professionals is committed to serving the State of New Jersey in this important engagement. As detailed further in the table below and resume section located in the following section, our resources bring extensive knowledge, experience and technical competence in dealing with state and federal codes and disaster recovery regulations regarding program monitoring, grant management, and integrity monitoring. Our team will provide New Jersey with the right set of disaster recovery, technical, policy and financial experts who will help effectively plan and monitor the recovery effort.

We have denoted key personnel — Partners/Principals and Program Managers who will be guaranteed for task orders issued under this contract. Additionally, we have provided client references on resumes of our senior level staff who will lead each engagement under this contract (Partners/Principals; Program Managers; and Project Managers); references for our Supervisory/Senior Consultants, Consultants, Associates, Subject Matter Experts, and Administrative Support Staff are available upon request.

<table>
<thead>
<tr>
<th>Name</th>
<th>Proposed Position</th>
<th>Experience</th>
</tr>
</thead>
</table>
| Anita Kasad  | Partner/Principal | • **Areas**: Federal disaster recovery grants management, internal audit, compliance  
• **Select Clients**: NYS Governor’s Office of Storm Recovery, NYC Office of Management and Budget, NYS Office of Children and Family Services, City of Jersey City Division of Community Development, NJ Department of Human Services |
<table>
<thead>
<tr>
<th>Name</th>
<th>Proposed Position</th>
<th>Experience</th>
<th>Category 1: Program &amp; Process Management</th>
<th>Category 2: Financial Audit &amp; Grant Management</th>
<th>Category 3: Integrity/Anti-Fraud Monitoring</th>
</tr>
</thead>
</table>
| Gaurav Menon            | Partner/Principal | • **Areas**: Federal disaster recovery and COVID-19 grants management, risk assessments, internal controls  
|                          |                   | • **Clients**: MA Emergency Management Agency, State of VT Emergency Management Agency and Agency of Administration, State of SC, City of Albuquerque, Harris County Office of Management and Budget, Harris Health System, City of Joplin, Wayne and Oakland County |                         |                                |                                |
| Ellen Zimiles           | Partner/Principal | • **Areas**: Independent integrity monitoring, anti-fraud  
|                          |                   | • **Select Clients**: Metropolitan Transportation Authority, NYC Department of Investigations                                                                                                       |                                |                                |                                |
| Jeff Bankowski, CPA     | Partner/Principal | • **Areas**: Financial integrity and monitoring, COVID-19 grants management, internal audit  
|                          |                   | • **Select Clients**: Wayne County, Oklahoma State, Michigan State, City of Flint, Michigan                                                                                                              |                                |                                |                                |
| Raquel Malmberg         | Program Manager   | • **Areas**: Federal disaster recovery, COVID-19 response, program management, audit  
|                          |                   | • **Select Clients**: City of Albuquerque, NYS Governor's Office of Storm Recovery, NYC Office of Management and Budget  
| Kajal Patel             | Program Manager   | • **Areas**: Federal disaster recovery grants management, quality control and assurance, compliance, internal audit  
|                          |                   | • **Select Clients**: NYS Governor's Office of Storm Recovery, SC Executive Budget Office, Harris Health System, City of Joplin                                                                 |                                |                                |                                |
| Rob Reid                 | Program Manager   | • **Areas**: Federal disaster recovery, COVID-19 grants management, compliance and monitoring  
|                          |                   | • **Select Clients**: City of Detroit, City of Albuquerque, City of Joplin, Cook County, Wayne County, Mid-Michigan Health Systems, Harris County Office of Management and Budget                                                                 |                                |                                |                                |
| Daniel Gill, CPA         | Program Manager   | • **Areas**: Federal disaster recovery and COVID-19 grants management, anti-fraud, integrity monitoring  
|                          |                   | • **Select Clients**: City of Albuquerque, NJ Department of Treasury, Metropolitan Transportation Agency                                                                                                 |                                |                                |                                |
| Dami Kehinde             | Project Manager   | • **Areas**: Federal disaster recovery and COVID-19 grants management, program management  
|                          |                   | • **Select Clients**: City of Detroit, Mid-Michigan Health Systems, City of Joplin, Wayne County                                                                                                         |                                |                                |                                |
| Angela Wu                | Project Manager   | • **Areas**: Federal disaster recovery grants management, program management, monitoring and compliance, internal audit  
|                          |                   | • **Select Clients**: NYS Governor's Office of Storm Recovery, Harris County Office of Management and Budget, NYC Office of Management and Budget                                                                 |                                |                                |                                |
| Katharine Chesson, CPA   | Project Manager   | • **Areas**: Federal disaster recovery and COVID-19 grants management, process reengineering, internal controls  
<p>|                          |                   | • <strong>Select Clients</strong>: Harris Health System, Harris County Office of Management and Budget                                                                                                              |                                |                                |                                |</p>
<table>
<thead>
<tr>
<th>Name</th>
<th>Proposed Position</th>
<th>Experience</th>
<th>Category 1: Program &amp; Process Management</th>
<th>Category 2: Financial Audit &amp; Grant Management</th>
<th>Category 3: Integrity/ Anti-Fraud Monitoring</th>
</tr>
</thead>
</table>
| Jennifer Hickey, CPA        | Project Manager   | **Areas**: Federal disaster recovery and COVID-19 grants management, internal audit, financial management  
**Select Clients**: Harris County Office of Management and Budget, Texas Health and Human Services Commission | ★ ★                                      |                                               |                                             |
| Holly Hermes, CPA           | Project Manager   | **Areas**: Forensic accounting, claims management, anti-fraud, integrity monitoring, Federal disaster recovery and COVID-19 grants management  
**Select Clients**: Harris Health System, University Medical Center of El Paso, Harris County Office of Management and Budget, Deepwater Horizon/US District Court | ★ ★ ★                                     |                                               |                                             |
| Trisha Gangadeen, CFE/CAMS  | Project Manager   | **Areas**: Integrity monitoring, forensic auditing, Federal disaster recovery and COVID-19 grants management  
**Select Clients**: City of Albuquerque, NJ Department of Treasury, Metropolitan Transportation Authority |                                               |                                               | ★ ★ ★                                      |
| Jori Horberg                | Senior Consultant | **Areas**: Process reengineering, financial analysis, Federal disaster recovery grants management  
**Select Clients**: NYS Governor’s Office of Storm Recovery, City of Jersey City Division of Community Development |                                               |                                               | ★ ★ ★                                      |
| Xavier Williams             | Senior Consultant | **Areas**: Federal disaster recovery and COVID-19 grants management, project management  
**Select Clients**: MA Emergency Management Agency, Harris County Housing and Community Development Department, Mid-Michigan Health Network |                                               | ★ ★                                      |                                             |
| Jacob Theriot               | Senior Consultant | **Areas**: Federal disaster recovery and COVID-19 grants management, forensic accounting, internal audit, monitoring and compliance  
**Select Clients**: State of SC, Cook County Department of Emergency Management and Regional Security, Harris County Office of Management and Budget, Deepwater Horizon/US District Court |                                               | ★ ★                                      |                                             |
| Denise DeFelice             | Consultant        | **Areas**: Federal disaster recovery grants management  
**Select Clients**: NYS Governor’s Office of Storm Recovery, Harris County Office of Management and Budget |                                               | ★ ★                                      |                                             |
| Olivia Arguinzoni           | Consultant        | **Areas**: Federal disaster recovery grants management  
**Select Clients**: NYS Governor’s Office of Storm Recovery, State of NY Division of Budget |                                               | ★ ★                                      |                                             |
| Jared Booth, CPA            | Consultant        | **Areas**: Audit and compliance, Federal disaster recovery and COVID-19 grants management, internal controls  
**Select Clients**: Harris County Office of Management and Budget, State of Oklahoma, Harris Health System |                                               | ★ ★                                      |                                             |
| Sarah Rose                  | Associate         | **Areas**: Federal disaster recovery and COVID-19 grants management, compliance  
**Select Clients**: Harris Health System, NYS Governor’s Office of Storm Recovery, Colorado Department of Public Safety – Department of Homeland Security |                                               | ★ ★                                      |                                             |
<table>
<thead>
<tr>
<th>Name</th>
<th>Proposed Position</th>
<th>Experience</th>
<th>Category 1: Program &amp; Process Management</th>
<th>Category 2: Financial Audit &amp; Grant Management</th>
<th>Category 3: Integrity/ Anti-Fraud Monitoring</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cheryl Rozinski</td>
<td>Associate</td>
<td>• Areas: Monitoring and compliance, Federal disaster recovery and COVID-19 grants management</td>
<td>★</td>
<td>★</td>
<td>★</td>
</tr>
<tr>
<td>Margaret Yu, CPA</td>
<td>Associate</td>
<td>• Areas: Audit and compliance, COVID-19 grants and financial management</td>
<td>★</td>
<td>★</td>
<td>★</td>
</tr>
<tr>
<td>Jeremias Alvarez</td>
<td>Subject Matter Expert (SME), FEMA</td>
<td>• Areas: Federal grants management, disaster response and recovery, program management</td>
<td>★</td>
<td>★</td>
<td>★</td>
</tr>
<tr>
<td>Sherlonda Goode-Jones</td>
<td>Subject Matter Expert (SME), HUD</td>
<td>• Areas: Housing, audit and compliance</td>
<td>★</td>
<td>★</td>
<td>★</td>
</tr>
<tr>
<td>Todd Hoffman</td>
<td>Subject Matter Expert (SME), COVID-19/Federal Grants Management</td>
<td>• Areas: Federal disaster recovery and COVID-19 grants management, program and process audit</td>
<td>★</td>
<td>★</td>
<td>★</td>
</tr>
<tr>
<td>Alex Shea, CFE/CAMS</td>
<td>Subject Matter Expert (SME), Integrity Monitoring</td>
<td>• Areas: Anti-fraud, integrity monitoring, forensic accounting, financial investigation</td>
<td>★</td>
<td>★</td>
<td>★</td>
</tr>
<tr>
<td>Marc Benson, CPA</td>
<td>Subject Matter Expert (SME), Anti-Fraud</td>
<td>• Areas: Federal disaster recovery and COVID-19 grants management, anti-fraud, integrity monitoring, internal controls, forensic accounting</td>
<td>★</td>
<td>★</td>
<td>★</td>
</tr>
</tbody>
</table>
3.6 Resumes

Anaita Kasad, Partner

<table>
<thead>
<tr>
<th>Name</th>
<th>Anaita Kasad</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Position</td>
<td>Partner</td>
</tr>
<tr>
<td>Degree/Education</td>
<td>BA Cum Laude, Economics, University of Pennsylvania</td>
</tr>
</tbody>
</table>

**Background**

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

**Relevant Contract Experience**

**Superstorm Sandy Recovery**

<table>
<thead>
<tr>
<th>Period of Performance</th>
<th>2013 – Present</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client Reference</td>
<td>Agency</td>
</tr>
<tr>
<td></td>
<td>New York State Governor’s Office of Storm Recovery</td>
</tr>
<tr>
<td>Name</td>
<td>[redacted] Executive Director, Community Reconstruction &amp; Infrastructure</td>
</tr>
<tr>
<td>Address</td>
<td>25 Beaver Street, 5th Fl, New York, NY 10004</td>
</tr>
<tr>
<td>Phone Number</td>
<td>[redacted]</td>
</tr>
</tbody>
</table>

**Description of Experience**

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

**Internal Audit for Disaster Recovery Programs**

<table>
<thead>
<tr>
<th>Period of Performance</th>
<th>August 2015 – November 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client Reference</td>
<td>Agency</td>
</tr>
<tr>
<td></td>
<td>New York City Office of Management and Budget</td>
</tr>
<tr>
<td>Name</td>
<td>[redacted] Former Monitoring &amp; Compliance Unit Head</td>
</tr>
<tr>
<td>Address</td>
<td>255 Greenwich Street, New York, NY 10007</td>
</tr>
<tr>
<td>Phone Number</td>
<td>[redacted]</td>
</tr>
</tbody>
</table>

**Description of Experience**

For the New York City Office of Management and Budget (OMB), Anaita oversaw a team of consultants creating an internal audit function. The team’s focus was the OMB’s oversight and management of three federal funding streams for post-Superstorm Sandy recovery: Community Development Block Grant - Disaster Recovery (CDBG-DR) ($4B); Federal Emergency Management Agency (FEMA) ($5.4B); and Department of Homeland Security (DHS) ($141M) annually. To determine whether OMB’s operations and activities were compliant with federal
Name: Anaita Kasad

Regulations and to understand gaps in processes, Anaita and her team worked with OMB and other City agencies. In order to improve OMB's grant management operations, the team issued a series of recommendations that identified gaps at the end of the engagement.

**Community Development Regulatory Compliance Support**

<table>
<thead>
<tr>
<th>Period of Performance</th>
<th>February 2017 – May 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Client Reference</strong></td>
<td><strong>Agency</strong></td>
</tr>
<tr>
<td></td>
<td>City of Jersey City Division of Community Development</td>
</tr>
<tr>
<td></td>
<td><strong>Name</strong> Director</td>
</tr>
<tr>
<td></td>
<td><strong>Address</strong> 30 Montgomery Street, Jersey City, NJ 07302</td>
</tr>
<tr>
<td></td>
<td><strong>Phone Number</strong></td>
</tr>
</tbody>
</table>

**Description of Experience**

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

**Compliance Department Standup**

<table>
<thead>
<tr>
<th>Period of Performance</th>
<th>April 2018 – February 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Client Reference</strong></td>
<td><strong>Agency</strong> New York City Housing Authority</td>
</tr>
<tr>
<td></td>
<td><strong>Name</strong> Assistant Director, Environmental Health and Safety</td>
</tr>
<tr>
<td></td>
<td><strong>Address</strong> 250 Broadway, New York, NY 10007</td>
</tr>
<tr>
<td></td>
<td><strong>Phone Number</strong></td>
</tr>
</tbody>
</table>

**Description of Experience**

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

**Other Experience**

- For the State of New Jersey Department of Human Services, Anaita managed a team of consultants to conduct a risk assessment of the State’s administration of Social Services Block Grant (SSBG) funded programs following Superstorm Sandy. Anaita’s team held interviews and reviewed documentation at the state, county and program level to evaluate compliance, accountability, transparency and eligibility of SSBG funded programs.

- For the New York State Office of Children and Family Services (OCFS), Anaita supported OCFS in administering $235 million in federal Social Services Block Grant (SSBG) funding to provide social service support and other ongoing services in areas affected by Superstorm Sandy. Anaita oversaw a team of consultants to provide program management and performance monitoring services from program inception through closeout. Anaita provided technical support as she led the team in providing overall program management and performance monitoring services, which included providing quality assurance reviews of contracts and claims, monitoring overall program performance and compliance with internal controls.
Gaurav Menon, Partner

<table>
<thead>
<tr>
<th>Name</th>
<th>Gaurav Menon</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Position</td>
<td>Partner</td>
</tr>
<tr>
<td>Degree/Education</td>
<td>BS, Architectural Engineering, Drexel University</td>
</tr>
</tbody>
</table>

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

**Relevant Contract Experience**

**COVID-19 Response Services**

**Period of Performance** April 2020 – Present

<table>
<thead>
<tr>
<th>Client Reference</th>
<th>Agency</th>
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<tbody>
<tr>
<td></td>
<td>Massachusetts State Emergency Management Agency</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>[Redacted], Asst. Director for Mitigation &amp; Recovery</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>400 Worcester Road, Framingham, MA 01702</td>
</tr>
<tr>
<td>Phone Number</td>
<td>[Redacted]</td>
</tr>
</tbody>
</table>

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

**COVID-19 Grant Management Services**

**Period of Performance** June 2020 – Ongoing

<table>
<thead>
<tr>
<th>Client Reference</th>
<th>Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>State of South Carolina</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
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</tr>
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<tbody>
<tr>
<td>Executive Director, Department of Administration</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>Edgar A. Brown Office Building</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1205 Pendleton Street, Suite 529, Columbia, SC 29201</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone Number</th>
<th>[Redacted]</th>
</tr>
</thead>
</table>
Name: Gaurav Menon

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

COVID-19 Disaster Response Services
Period of Performance: April 2020 – June 2020

Client Reference
Agency: City of Albuquerque, New Mexico
Name: [Redacted], Director of Finance
Address: One Civic Plaza, NW, City/County Building, 11th Floor, Albuquerque NM 87102
Phone Number: [Redacted]

Description of Experience
For the City of Albuquerque, Gaurav led the team to conduct an Initial Program Assessment of the City’s immediate COVID-19 needs and recovery efforts to date. Gaurav is providing technical assistance in the assessment of the City’s response to the COVID-19 crisis, primarily focusing on the following key activities: performing a rapid assessment of recovery efforts to date; evaluating the City’s strategy and approach for identifying and classifying expenditures; identifying compliance gaps relating to FEMA and other requirements; determining whether the City had an approach to help maximize available funds; and providing advice and guidance on the processes, organization, and project management associated with the recovery efforts.

COVID-19 Grant Management Services
Period of Performance: April 2020 – Present

Client Reference
Agency: Harris County Office of Management and Budget
Name: [Redacted], Sr. Director, Human Resources & Risk Management
Address: 901 Bagby Street, Houston, TX 77002
Phone Number: [Redacted]

Description of Experience
As the lead for the Harris County COVID-19 PMO team, Gaurav has assisted the County in managing the $426M Coronavirus Relief Funds (CRF) received by the federal government and determining how best to maximize the benefits of these funds for the County in 2020. This has included overseeing the team in developing workgroups to identify priority projects within the County, creating a Small Business Relief Fund, Rental Assistance Program, Small City Assistance Program, Direct Assistance Program, and currently administering the Digital Access program for students in Harris County that experience digital divide and are beginning the 2020-2021 school year with some form of distance learning. In addition to identifying if expenses qualify for CRF reimbursement, Gaurav is overseeing the team that is working with departments to understand their budget variances and how that effects the County’s overall CRF availability. Project management efforts include coordinating with the Judge’s Office and four Precincts, Public Health, Budget Management, as well as County stakeholders including private NGOs and the City of Houston.
**Name**: Gaurav Menon  
**COVID-19 Response Services**

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<th>Period of Performance</th>
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<td><strong>Agency</strong></td>
<td>State of Vermont</td>
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<td></td>
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<tr>
<td><strong>Address</strong></td>
<td>109 State Street, Montpelier, VT 05609</td>
</tr>
<tr>
<td><strong>Phone Number</strong></td>
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</tr>
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</table>

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

**Hurricane Harvey Disaster Recovery Grants Management**

<table>
<thead>
<tr>
<th>Period of Performance</th>
<th>November 2017 – Present</th>
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</thead>
<tbody>
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<tr>
<td><strong>Agency</strong></td>
<td>Harris County Office of Management and Budget</td>
</tr>
<tr>
<td><strong>Name</strong></td>
<td>Sr. Director, Human Resources &amp; Risk Management</td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td>901 Bagby Street, Houston, TX 77002</td>
</tr>
<tr>
<td><strong>Phone Number</strong></td>
<td></td>
</tr>
</tbody>
</table>

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

**COVID-19 Response Services**

<table>
<thead>
<tr>
<th>Period of Performance</th>
<th>June 2020 – Present</th>
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<tbody>
<tr>
<td><strong>Client Reference</strong></td>
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<tr>
<td><strong>Agency</strong></td>
<td>Harris Health System</td>
</tr>
<tr>
<td><strong>Name</strong></td>
<td>Sr. Vice President, Finance</td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td>2525 Holly Hall Street, Houston, TX 77054</td>
</tr>
<tr>
<td><strong>Phone Number</strong></td>
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</table>

**Description of Experience**
For the Harris Health System, Gaurav is managing the team responding to the COVID-19 pandemic by providing project management and technical assistance support focused on managing documentation and maximizing grant funding. Gaurav is overseeing the team supporting program compliance by evaluating grant management risk areas, identifying priorities, implementing controls, and continually conducting compliance reviews, pre-audits, Office of Inspector General audit support, and “look back” audits, as requested.

**EF5 Tornado Recovery Grants Management**

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<tbody>
<tr>
<td><strong>Client Reference</strong></td>
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</tr>
<tr>
<td><strong>Agency</strong></td>
<td>City of Joplin, Missouri</td>
</tr>
<tr>
<td>Name</td>
<td>Gaurav Menon</td>
</tr>
<tr>
<td>--------------</td>
<td>--------------</td>
</tr>
<tr>
<td>Name</td>
<td>Director of Planning, Development &amp; Neighborhood Service</td>
</tr>
<tr>
<td>Address</td>
<td>602 S Main Street, Joplin, MO 64801</td>
</tr>
<tr>
<td>Phone Number</td>
<td>[Redacted]</td>
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</table>

**Description of Experience**

For the City of Joplin, Gaurav led the HUD CDBG compliance monitoring, oversight and eligibility reviews for infrastructure, housing, and community development projects undertaken by a City in Southern U.S. pertaining to the City’s recovery from the EF-5 strength tornado. He has supported the City through developing a long-term recovery strategy and capital plan, reviewing Environmental Assessments to assess potential environmental hazards and risks, suggesting mitigation measures for unavoidable impacts, and monitoring compliance with various state and federal agency requirements.

**Disaster Cost Recovery Services for COVID-19**

<table>
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<td>Client Reference</td>
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<tr>
<td>Agency</td>
<td>Wayne County, Michigan</td>
</tr>
<tr>
<td>Name</td>
<td>[Redacted], Chief Financial Officer, Management &amp; Budget</td>
</tr>
<tr>
<td>Address</td>
<td>1101 Saginaw Street, Flint, MI 48502</td>
</tr>
<tr>
<td>Phone Number</td>
<td>[Redacted]</td>
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</table>

**Description of Experience**

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Ellen Zimiles</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Position</td>
<td>Partner</td>
</tr>
</tbody>
</table>
| Degree/Education | • B.S., Brooklyn College  
                     • J.D., Syracuse University School of Law |

**Background**

Ellen has more than 30 years of litigation and investigation experience, including 10 years as a federal prosecutor, and has extensive experience in developing remediation programs, serving as a regulatory liaison and independent monitor, as well as advising organizations that are the subject of a monitorship. Prior to Guidehouse, Ellen was a principal at a “Big Four” accounting firm, where she coordinated the forensic practice across all industry segments and was practice leader for the financial services industry. She is a leading authority on anti-money laundering programs, corporate governance, foreign and domestic public corruption matters, regulatory and corporate compliance, and fraud control.

**Relevant Contract Experience**

**Integrity Monitoring Services**

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<th>Period of Performance</th>
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<tr>
<td>Client Reference</td>
<td>Metropolitan Transportation Authority</td>
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<tr>
<td></td>
<td><strong>Name</strong> [REDACTED], Dir. of Internal Controls</td>
</tr>
<tr>
<td>Address</td>
<td>2 Broadway, New York, NY 10004</td>
</tr>
<tr>
<td>Phone Number</td>
<td>[REDACTED]</td>
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**Description of Experience**

For the Metropolitan Transportation Authority, Ellen served as the Guidehouse (previously Navigant) overall engagement lead and Managing Director overseeing and directing our integrity monitoring services for the Metropolitan Transportation Authority’s Second Avenue and Fulton Street Transit Center construction. Her team was responsible for monitoring the five prime contractors and numerous subcontractors on the project for labor compliance issues, fraudulent billing schemes, organized crime infiltration and project safety.

**Superstorm Sandy Rapid Repairs Program**

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<th>Period of Performance</th>
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<tr>
<td>Client Reference</td>
<td>New York City Department of Investigations</td>
</tr>
<tr>
<td></td>
<td><strong>Name</strong> [REDACTED], Associate Commissioner</td>
</tr>
<tr>
<td>Address</td>
<td>180 Maiden Lane, New York, NY 10038</td>
</tr>
<tr>
<td>Phone Number</td>
<td>[REDACTED]</td>
</tr>
</tbody>
</table>

**Description of Experience**

For the New York City Department of Investigation, Ellen led the Guidehouse (previously Navigant) team that was selected as one of the integrity monitors for New York City’s Rapid Repairs program, which provided emergency repairs to thousands of homes damaged by Hurricane Sandy. She oversaw the monitoring of two prime contractors and numerous subcontractors to prevent and detect fraud, waste, and abuse; to ensure that performed repairs were within the program’s scope; to track quality and safety issues; to monitor labor compliance; and to audit contractor payment applications. Of the construction costs for the contracts monitored exceeding $140 million, the team identified improper contractor charges of more than $10 million and assisted the City in complying with all federal regulations so that it was reimbursed for the costs of the program by FEMA.
Jeff Bankowski, Partner

<table>
<thead>
<tr>
<th>Name</th>
<th>Jeff Bankowski</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Position</td>
<td>Partner</td>
</tr>
</tbody>
</table>
| Degree/Education | • Master of Business Administration, DePaul University  
                  • Bachelor of Arts, University of Michigan |
| Certifications  | • Certified Public Accountant  
                  • Certified Internal Auditor  
                  • Certified in Financial Forensics  
                  • Certified in Risk Management Assurance  
                  • Certified in (re)Vision Change Management |

**Background**

Jeff has more than 25 years of experience leading enterprise financial transformation and oversight in the public, private, and nonprofit sectors. Previously, he was the Chief Internal Auditor for the State of Michigan reporting to its Governor. In 2018, Jeff was selected by the Association of Government Accountants (AGA) as the national award winner given in recognition of a state government professional who exemplifies and promotes excellence in government management for his work in financial management. Jeff’s recent focus has been supporting state and local agencies respond to COVID-19 by providing financial and technical assistance regarding the authorized use of CARES and CRF funds for Wayne County, Michigan, and the state of Oklahoma.

**Relevant Contract Experience**

**Disaster Cost Recovery Services for COVID-19**

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<tr>
<td><strong>Agency</strong></td>
<td>Wayne County, Michigan</td>
</tr>
<tr>
<td><strong>Name</strong></td>
<td>[Redacted], Deputy Executive Wayne County</td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td>500 Griswold, Detroit, Michigan 48226</td>
</tr>
<tr>
<td><strong>Phone Number</strong></td>
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</table>

**Description of Experience**

For Wayne County, Jeff is the engagement partner leading the firm’s work supporting the County to identify authorized use of CARES, FEMA, and CRF relief funds including verifying eligibility and creating financial projections of expenditures and dashboard/transparency reporting. This work is supporting grant applications and the City’s forecast model that is being used to make strategic decisions regarding fund allocation and submission of required documentation for reimbursement to FEMA and various CARES Act programs.

**COVID-19 Program Development, Executive Branch Review, and Implementation**

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<tr>
<td><strong>Agency</strong></td>
<td>State of Oklahoma</td>
</tr>
<tr>
<td><strong>Name</strong></td>
<td>[Redacted], Chief Financial Officer</td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td>2300 N Lincoln Boulevard, Oklahoma City, Oklahoma 73105</td>
</tr>
<tr>
<td><strong>Phone Number</strong></td>
<td>[Redacted]</td>
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</table>

**Description of Experience**

For the State of Oklahoma, Jeff led an organization assessment of the Executive branch to identify potential ways to achieve collaboration, simplification, efficiency, and mission
<table>
<thead>
<tr>
<th>Name</th>
<th>Jeff Bankowski</th>
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</thead>
<tbody>
<tr>
<td>accomplishment for state operations. Jeff also supports the State’s COVID-19 grant management portal built on the Salesforce platform to accept applications for relief funds.</td>
<td></td>
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### Financial Integrity and Monitoring for the Federal Government and State’s Recovery Operations

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<tr>
<td></td>
<td>Name: [Redacted] Chief Financial Officer</td>
</tr>
<tr>
<td></td>
<td>Address: 1101 Saginaw Street, Flint, MI 48502</td>
</tr>
<tr>
<td></td>
<td>Phone Number: [Redacted]</td>
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</table>

**Description of Experience**

For the City of Flint, Jeff led the financial integrity and monitoring for the Federal government and State’s recovery operations after the declaration of a state of emergency as a result of the contaminated drinking water crisis. He provided financial management expertise to the City due to the catastrophic effects on health, human safety and the financial position of the city and supported the City through economic modeling, performance improvement, economic development, and the implementation of anti-fraud, waste and abuse programs.

### Chief Internal Auditor of the State

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<tr>
<td></td>
<td>Name: [Redacted] State Budget Director</td>
</tr>
<tr>
<td></td>
<td>Address: 111 S. Capitol Avenue, Lansing, Michigan 48933</td>
</tr>
<tr>
<td></td>
<td>Phone Number: [Redacted]</td>
</tr>
</tbody>
</table>

**Description of Experience**

For the State of Michigan, in the role of Chief Internal Auditor, Jeff led the risk assessment and process review for the State operations including financial, operational, and performance-based audits. He supported DTMB in its roadmap to prioritize information technology control deficiencies at the request of the DTMB Director and the Legislature.

### Chief Performance Officer and Transformation Director

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<tr>
<td></td>
<td>Name: [Redacted] Senior Advisor to the Governor</td>
</tr>
<tr>
<td></td>
<td>Address: 111 S. Capitol Avenue, Lansing, Michigan 48933</td>
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<td>Phone Number: [Redacted]</td>
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**Description of Experience**

For the State of Michigan, Jeff held the role of Chief Performance Officer and Transformation Director, in which he was responsible for streamlining administration and improving the delivery of government services for a $56 billion enterprise serving 9.9 million people. He oversaw scorecards, dashboards, operating reviews, lean transformation, risk management and audit, regulatory rule promulgation, employee engagement, and enterprise performance improvement. In 2018, Jeff and his team were awarded the 2018 North American Government Agency of the Year presented in Chicago, Illinois.
Raquel Malmberg, Program Manager

<table>
<thead>
<tr>
<th>Name</th>
<th>Raquel Malmberg</th>
</tr>
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<tbody>
<tr>
<td>Proposed Position</td>
<td>Program Manager</td>
</tr>
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</table>
| Degree/Education | • Master of Urban Planning, New York University  
• B.A., International Relations, The College of William and Mary |

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

** Relevant Contract Experience **
** State and Local Government COVID-19 Center of Excellence **

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<tr>
<td></td>
<td>Name</td>
</tr>
<tr>
<td></td>
<td>[Redacted] Director of Finance</td>
</tr>
<tr>
<td></td>
<td>Address</td>
</tr>
<tr>
<td></td>
<td>One Civic Plaza, NW, City/County Building, 11th Floor, Albuquerque NM 87102</td>
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<td>Phone Number</td>
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** Description of Experience **
For the Guidehouse State and Local COVID-19 response, Raquel leads the Center of Excellence to promote information sharing and robust discussions around federal guidelines and regulations. For the Massachusetts Emergency Management Agency, City of Albuquerque, City of Detroit, Wayne County, Michigan, Cook County, Illinois, and State of Vermont, State of South Carolina, and other governments, Raquel is acting as subject matter support as governments respond to COVID-19. Raquel supported the development of comprehensive funding strategies that include not only immediate response efforts but long-term economic development and public health efforts. Raquel is helping the Guidehouse team build out the processes and checklists to quickly review expenses and ready the governments to receive and disburse funding as quickly as possible while maintaining compliance with federal regulations. She is currently helping stand up monitoring and compliance programs at multiple clients.

** Superstorm Sandy Recovery **

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<tr>
<td></td>
<td>New York State Governor’s Office of Storm Recovery</td>
</tr>
<tr>
<td></td>
<td>Name</td>
</tr>
<tr>
<td></td>
<td>[Redacted], Acting General Counsel and Chief External Affairs Officer</td>
</tr>
<tr>
<td></td>
<td>Address</td>
</tr>
<tr>
<td></td>
<td>25 Beaver Street, 5th Floor, New York, NY 10004</td>
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<td>Phone Number</td>
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** Description of Experience **
For the New York State Governor’s Office of Storm Recovery, Raquel leads the effort to perform program management and integrity monitoring services for the State’s Superstorm Sandy response. Raquel manages a team of consultants to support the Office in administering the CDBG-DR program in a variety of areas – designing processes, reviewing application files for compliance and completeness, improving current processes, responding to external audits and reviews, and supporting technology improvements. She has worked with every department in the agency – Housing, Infrastructure, Community Reconstruction, Small Business, Administration, Operations, support functions, and Monitoring & Compliance.

### Internal Audit for Disaster Recovery Programs

<table>
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<tr>
<td>Name</td>
<td>New York City Office of Management and Budget</td>
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<tr>
<td>Address</td>
<td>255 Greenwich Street, New York, NY 10007</td>
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#### Description of Experience

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Kajal Patel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Position</td>
<td>Program Manager</td>
</tr>
</tbody>
</table>
| Degree/Education  | - Master of Public Administration, Columbia University  
|                   | - Bachelor of Science, Civil and Environmental Engineering, Rutgers the State University of New Jersey |
| Certifications    | Project Management Professional |

**Background**

Kajal has a deep industry knowledge of federal disaster recovery grant programs, including the Coronavirus Relief Funds, CDBG-DR, FEMA PA, FHWA-ER, and FEMA HMGP, over the full life cycle of grant programs. Kajal has assisted state and local government agencies in Texas, New York, South Carolina, Louisiana, Colorado, and Missouri with the development and execution of their grant administration programs, long-term recovery strategy development and implementation, monitoring and compliance, and readiness for project and program closeouts. Currently, Kajal supports the State of South Carolina and the Harris Health System with their response to COVID-19 and management of CRF funds.

**Relevant Contract Experience**

**COVID-19 Grant Management Services**

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<th>Period of Performance</th>
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<td>Client Reference</td>
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<tr>
<td>Agency</td>
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<tr>
<td>Name</td>
<td>[Redacted]</td>
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<tr>
<td>Address</td>
<td>Edgar A. Brown Office Building, 1205 Pendleton Street, Suite 529, Columbia, SC 29201</td>
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<td>Phone Number</td>
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</tbody>
</table>

**Description of Experience**

Kajal is the lead subject matter expert on the grant administration of CRF funds in the State of South Carolina. She led the team on the development of a subrecipient expenditures reimbursement program. The team developed the software platform SC Cares, which is used to execute subrecipient agreements, submit reimbursement requests, and issue payments. Kajal and team developed the tools and template for subrecipients to submit their requests and conducted several trainings to educate the subrecipients on the program’s eligibility and submission process. Kajal and team also developed and implemented the State’s internal review methodology to conduct a 100% review of all reimbursement requests from the subrecipients to determine eligibility and confirm compliance to the CRF funding guidelines prior to the State issuing any payments. Kajal also coordinating the development of the State’s monitoring and closeout plan for the CRF program. The plan identifies the criteria for the areas of monitoring, risk criteria and rankings, monitoring schedule, and corrective action plan. Kajal also provide guidance on the eligibility of programmatic decisions to the State on the use of CRF funds at the State of SC in areas such as unemployment claims, PPE stockpiling, broadband projects, and several other programs.

**Superstorm Sandy Recovery**

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<tr>
<td>Agency</td>
<td>Governor’s Office of Storm Recovery</td>
</tr>
<tr>
<td>Name</td>
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</tr>
</tbody>
</table>
## Name
Kajal Patel

### Address
25 Beaver Street, 5th Floor, New York, NY 10004

### Phone Number
[Redacted]

### Description of Experience
For the New York State Governor’s Office of Storm Recovery (GOSR), Kajal managed a workstream to provide quality control and quality assurance over the Construction Program in the Housing Department. This workstream includes reviewing all procurements, change orders, invoices, and small business and M/WBE contractor utilization. Kajal’s team conducts regular monitoring and compliance reviews of the Construction Program activities to ensure activities conducted are in compliance with program policies and procedures, and eligible per the federal grant program requirements. The team also assists GOSR with its overall grant compliance and record retention efforts for the construction activities. Kajal also led a team that worked with GOSR Internal Audit function to conduct internal reviews of the agency’s tracking towards low-moderate income goal requirements for their CDBG-DR grant. Kajal and team determined the key focus areas, relevant governing program policies and procedures, and adherence to the program requirements throughout the GOSR agency. Observations of LMI compliance were tracked and documented in an internal audit review report.

### COVID-19 Response Services

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### Client Reference

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<table>
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<tr>
<th>Name</th>
<th>[Redacted], Sr. Vice President, Finance</th>
</tr>
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<table>
<thead>
<tr>
<th>Address</th>
<th>2525 Holly Hall Street, Houston, TX 77054</th>
</tr>
</thead>
</table>

### Description of Experience
For the Harris Health System, Kajal is the subject matter expert on the grant administration of CRF funds to the team supporting and administering the COVID-19 grant program. Kajal and the team are currently working with Harris Health System, FEMA, and the Texas Department of Emergency Management (TDEM) to identify and document eligible damages, develop and review cost and scope documentation, and organize documents on the FEMA Grants Portal.

### Hurricane Harvey Disaster Recovery Grant Management: Accounting Department

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### Client Reference

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<table>
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<tr>
<th>Address</th>
<th>2525 Holly Hall Street, Houston, TX 77054</th>
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### Description of Experience
For Harris Health System, Kajal is leading the FEMA Public Assistance program administration efforts for their Hurricane Harvey and COVID-19 recovery projects. Kajal works with the System, FEMA, and the Texas Department of Emergency Management (TDEM) to identify and document eligible damages, develop and review cost and scope documentation, organize documents on the FEMA Grants Portal, and process requests for reimbursements to obtain payment for eligible claims. Kajal is also coordinating the FEMA PA closeout activities for the Hurricane Harvey disaster. She leads the response efforts to relevant RFI’s from FEMA and TDEM to adhere to compliance requirements in the FEMA PA program.
<table>
<thead>
<tr>
<th>Name</th>
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<tbody>
<tr>
<td>EF5 Tornado Recovery Grants Management</td>
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<td>Period of Performance</td>
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**Client Reference**

<table>
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<tr>
<td>Address</td>
<td>602 S Main Street, Joplin, MO 64801</td>
</tr>
<tr>
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**Description of Experience**

For the City of Joplin, Kajal served as project manager for the administration of over $150M in CDBG-DR grant funding. Kajal provided project management oversight services through the development of HUD partial action plan approvals, environmental assessments, procurement of engineering firms and contractors, oversight of construction activity, and grant closeout activities while establishing processes and controls to monitor grant compliance and effectively manage cost and schedule risks.
Rob Reid, Program Manager

<table>
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<tr>
<th>Name</th>
<th>Rob Reid</th>
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<tbody>
<tr>
<td>Proposed Position</td>
<td>Program Manager</td>
</tr>
</tbody>
</table>
| Degree/Education | Master of Business Administration (MBA) Candidate, Duke University Fuqua School of Business  
                  | Bachelor of Science (BS), Auburn University |
| Certifications | Project Management Professional (PMP)  
                  | LEED Accredited Professional (LEED AP, BD+C)  
                  | Certified Scrum Master (CSM) |

**Background**

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

**Relevant Contract Experience**

**Disaster Cost Recovery Services for COVID-19**

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**Description of Experience**

For the City of Detroit, Rob leads a team of subject matter experts to coordinate response and recovery activities related to COVID-19 including developing grant funding strategies, projecting costs based on trend analysis, and developing a compliance and monitoring program. Rob’s role is to provide overall engagement strategy and direction.

**COVID-19 Disaster Response Services**

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**Description of Experience**

For the City of Albuquerque, Rob serves as a subject matter expert providing regulatory guidance and engagement strategy. Rob is assisting the client to perform an analysis of internal controls related to grants management and disaster recovery.

**COVID-19 Response Services**
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<th>Name</th>
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<tbody>
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<tr>
<td><strong>Name</strong></td>
<td><strong>Deputy Director of Finance</strong></td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td>69 West Washington Street, Suite 2600, Chicago, IL 60602</td>
</tr>
<tr>
<td><strong>Phone Number</strong></td>
<td>2020-721</td>
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</table>

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

| **COVID-19 Cost Recovery Services** |
| **Period of Performance** | April 2020 – Ongoing         |
| **Client Reference** | **Agency** | Wayne County, Michigan         |
| **Name**       | 2020-721                  |
| **Address**    | 1101 Saginaw Street, Flint, MI 48502 |
| **Phone Number** | 2020-721                  |

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

| **COVID-19 Disaster Response Recovery** |
| **Period of Performance** | March 2020 – Ongoing         |
| **Client Reference** | **Agency** | Mid-Michigan Health Systems |
| **Name**       | Available upon request       |
| **Address**    | Available upon request       |
| **Phone Number** | Available upon request       |

**Description of Experience**
For over 50 private non-profit hospitals across the United States, Rob is leading the coordination of grant funding sources and development of FEMA Category B Project Worksheets in response to COVID-19. Rob’s teams are providing subject matter expertise, regulatory guidance, and project management and are also developing strategies for maximizing CARES act and other federal grant funding sources for recipients across the country.

<p>| <strong>Hurricane Harvey Disaster Recovery Grants Management</strong> |
| <strong>Period of Performance</strong> | July 2018 – Ongoing         |
| <strong>Client Reference</strong> | <strong>Agency</strong> | Harris County Office of Management and Budget |
| <strong>Name</strong>       | 2020-721                  |
| <strong>Resources &amp; Risk Management</strong> | 2020-721                  |</p>
<table>
<thead>
<tr>
<th>Name</th>
<th>Rob Reid</th>
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<tbody>
<tr>
<td>Address</td>
<td>901 Bagby Street, Houston, TX 77002</td>
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**Description of Experience**
For Harris County, TX, Rob is serving as the program manager assisting Harris County with the strategy, planning, execution, compliance, and procurement of over $1B of disaster recovery and grants management in response to Hurricane Harvey. His team is managing all grant funding sources including FEMA Public Assistance, HUD CDBG-DR, FHWA, FEMA HMG, and others. Guidehouse has provided guidance to several departments within the County including the Community Services Department, Engineering Department, Purchasing Office, Auditor’s Office, Sheriff’s Department, Fire Marshall’s Office, and the Parks Department.

**EF5 Tornado Recovery Grants Management**

<table>
<thead>
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</thead>
<tbody>
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</tr>
<tr>
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**Description of Experience**
For the City of Joplin, Missouri, Rob was the Project Manager for the City of Joplin CDBG-DR project related to the City’s recovery from the EF-5 strength tornado which devastated the City in 2011. Rob led the team through the development of project management practices and tools which were recognized as “exemplary practices” in a recent HUD compliance audit.
Daniel Gill, Program Manager

Name: Daniel Gill

 Proposed Position: Program Manager

Degree/Education: BS, Business Administration, Accounting Major, George Mason University

Certifications: Certified Public Accountant

Background
Daniel has over 40 years of experience in connection with fraud investigations, forensic accounting, FCPA, anti-money laundering, asset tracing matters and independent monitorships. Prior to his consulting experience, Daniel served 23 years as a Special Agent with the Federal Bureau of Investigation (“FBI”) where he conducted a wide variety of financial investigations of major criminal and terrorist organizations, including bank fraud, wire and mail fraud, and money laundering violations. Daniel served for 20 of those years assigned to the New York Office Asset Forfeiture Unit, and the last 10 years as the Supervisory Special Agent in charge of the unit. Since 2006 Daniel has managed and conducted numerous investigations into alleged illicit payments made by U.S. publicly traded companies to foreign public officials, internal investigations on behalf of major U.S. companies and government agencies related to various forms of financial crimes and corruption, including bank fraud schemes, commercial bribery, and procurement fraud. He has also managed and performed various forms of complex forensic accounting reviews related to integrity monitorships of commercial and government entities, to include detailed analyses of third-party payments and assessments of internal controls. Recently, Daniel has been instrumental in leading COVID-19 grant management and disaster response.

Relevant Contract Experience

COVID-19 Disaster Response Services

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<td>Name</td>
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<tr>
<td>Address</td>
<td>One Civic Plaza, NW, City/County Building, 11th Floor, Albuquerque NM 87102</td>
</tr>
<tr>
<td>Phone Number</td>
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</table>

Description of Experience
Daniel served as the co-project manager where Guidehouse provided a rapid assessment of Albuquerque’s COVID-19 recovery efforts to date, evaluated their strategy and approach for identifying expenditures, assess gaps and needs in their internal controls environment to ensure compliance with FEMA and other state, local and federal cost recovery and aid requirements, and provided recommendations and guidance on the processes, organization and project management associated with the recovery.

Integrity Monitor: Superstorm Sandy LIRR Long Beach and NYCT Clifton Stop

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<td>Metropolitan Transportation Authority</td>
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Description of Experience

Guidehouse
**Name**  
Daniel Gill

Daniel served as the co-project manager where Guidehouse (previously Navigant) served as the integrity monitor for the review of project management of the Long Island Railroad (LIRR) Long Beach Stations and the New York City Transit’s (NYCT) Staten Island Clifton Stop Restoration design and construction project. Specifically, Guidehouse was engaged to conduct a review of existing procedures and processes governing this project, recommending and assisting in implementing procedures to mitigate risks identified in its initial review, reviewing associated payments and supporting documentation to third party vendors, performing investigative due diligence on subcontractors, and the prime contractors compliance with DBE compliance requirements.

**Integrity Monitoring**

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**Description of Experience**

Daniel served as the co-project manager overseeing the forensic accounting review in connection with Guidehouse’s (previously Navigant) role as the integrity monitor for the New Jersey Department of the Treasury to monitor major components of the $1.8 billion, HUD-funded Superstorm Sandy Disaster Recovery Program administered by the DCA. Guidehouse was responsible for monitoring the contractors managing the Rehabilitation, Reconstruction, Elevation and Mitigation Program and the Landlord Rental Repair Program, as well as the contractor charged with creating the information technology infrastructure for these programs, and a staffing augmentation contractor. We monitored the controls environment for four prime contractors and their relationships with numerous subcontractors to prevent and detect fraud, waste and abuse, and reported findings to the State resulting in the claw back of improper billings of more than $750,000. We have also ensured that performed repairs were within the program’s scope; tracked quality and safety issues; and audited contractor and homeowner applications.
Dami Kehinde, Project Manager

<table>
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<tr>
<th>Name</th>
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</thead>
<tbody>
<tr>
<td>Proposed Position</td>
<td>Project Manager</td>
</tr>
</tbody>
</table>
| Degree/Education | • Master of City and Regional Planning with focus in Transportation Planning, Morgan State University
• Bachelor of Architecture, Howard University |
| Certifications | • Project Management Professional (PMP)
• Certified Scrum Master (CSM) |

**Background**

Dami has experience with FEMA Public Assistance (PA), HUD Community Development Block Grant – Disaster Recovery (CDBG-DR), grants management, transportation, infrastructure, economic development, housing and commercial construction projects. Most recently, she has worked with applicants for FEMA Public Assistance during the COVID-19 response through the development and submission of Category B Project Worksheets. She has worked with CDBG -DR personnel and grantees in planning, implementing, administrating, and monitoring of recovery funds and has a background in construction project management, risk analysis, capital planning and budgeting.

**Relevant Contract Experience**

**Disaster Cost Recovery Services for COVID-19**

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**Description of Experience**

For the City of Detroit, Dami is overseeing the development and submission of FEMA Category B Project Streamlined Applications in response to COVID-19, providing subject matter expertise, regulatory guidance, and project management of their COVID relation response and mitigation activities. She has worked with the City to help maximize Federal funding that has been made available through the CARES Act while maintaining compliance with the CARES Relief Funding (CRF) and has also helped with the application of a number of COVID /CARES Act related grants to help address the City's increased Public Health, economic and municipal needs.

**COVID-19 Disaster Response Recovery**

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<td>Client Reference</td>
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</table>
Name: Dami Kehinde

Description of Experience
For Mid-Michigan Health Systems, Dami is providing Subject Matter Expertise to the Mid-Michigan Health Systems on the development and submission of FEMA Category B Project Streamlined Applications in response to COVID-19 activities. She is assisting with the review of their expenditures to determine FEMA eligibility and providing regulatory guidance and review of expenditures related to their HHS funds. Dami is also supporting data needs related to and in the submission of their FCC Tele-health application.

COVID-19 Cost Recovery Services
Period of Performance: March 2020 – Ongoing
Client Reference
Agency: Wayne County, Michigan
Name: [Redacted]
Address: 1101 Saginaw Street, Flint, MI 48502
Phone Number: [Redacted]

Description of Experience
For Wayne County, Dami is overseeing the development and submission of FEMA Category B Project Streamlined Applications in response to COVID-19, providing subject matter expertise, regulatory guidance, and project management of their COVID relation response and mitigation activities. She has worked with the County to help maximize Federal funding that has been made available through the CARES Act while maintaining compliance with the CARES Relief Funding (CRI) and has also helped with the application of a number of COVID/CARES Act-related grants to help address the County’s increased Public Health needs.

EF5 Tornado Recovery Grants Management
Period of Performance: April 2017 – Ongoing
Client Reference
Agency: City of Joplin, Missouri
Name: [Redacted]
Address: 602 S Main Street, Joplin, MO, 64801
Phone Number: [Redacted]

Description of Experience
- Monitoring & Oversight. Dami worked as a Project Manager in the administration of the City’s CDBG-DR grant received as a result of an EF-5 strength tornado which devastated the City in 2011. She assisted in providing oversight on a variety of Public Infrastructure & Facilities projects (Capital Improvements, Streets, Sanitary, Sewer, and Storm projects), Housing, Economic Development, and Public Service projects. She also monitored existing and proposed sub-recipients to ensure compliance with federally-sponsored disaster recovery funding (this included their annual A-133 single audits) and worked with the client through their yearly HUD CDBG-DR audit/Technical Assistance review as well and was able to work through this process to ensure that there were no audit findings.

- Cost Recovery Services. Dami is overseeing the development and submission of FEMA Category B Project Worksheets in response to COVID-19, providing subject matter expertise, regulatory guidance, and project management.

- Complex Program Management Services. Dami worked with various consulting engineers on their project level designs, coordinated plan reviews with the stakeholders, and also facilitated project progress meetings with the client and all interested stakeholders to ensure that the plans incorporated all the necessary client and Public Works requirements. Dami also assisted in the development of templates, progress reports, and facilitated weekly, bi-weekly,
Name | Dami Kehinde
---|---
and monthly project status meetings as needed to assist with the overall program and project tracking. Dami also worked with the team on the development of their compliance manual and in the development of their Integrated Master Schedule (IMS) which included all phases related to the Project Life Cycle. In addition, Dami worked with the client on the development of their website and public dashboard which helped to disseminate information to the public, regulatory bodies, elected officials, and other interested stakeholders.
Angela Wu, Project Manager

<table>
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<tr>
<th>Name</th>
<th>Angela Wu</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Position</td>
<td>Project Manager</td>
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</tbody>
</table>
| Degree/Education | • MBA, Yale School of Management  
|                  | • MEM, Yale School of Forestry and Environmental Studies  
|                  | • BA, History of Art and Architecture, Harvard College |

**Background**

Angela has more than 11 years of industry experience in local government and project management. She provides project management, risk management & regulatory compliance, internal audit, monitoring & compliance, and federal grants management and implementation expertise. Having worked at both the city and state levels, Angela understands the challenges and opportunities faced by state and local clients administering federal recovery funding.

**Relevant Contract Experience**

**Superstorm Sandy Recovery**

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<td>Phone Number</td>
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**Description of Experience**

For the State of New York, Angela leads a team to perform program management, operations support, and integrity monitoring services for the State’s Superstorm Sandy response. She oversees multiple workstreams that support the office in administering the CDBG-DR program, working across multiple Programs (including Community Reconstruction & Infrastructure, Housing, FEMA PA Match) and support functions (including Monitoring and Compliance and IT Departments) to develop policies, processes, tools, and systems to assist with program/project management and maintain compliance with Federal regulatory requirements while prioritizing efficiency and customer service. Angela has led Guidehouse’s work on Construction QA/QC monitoring for the Housing program, undertaken workforce and staffing analyses for various departments across the organization, re-assessment and redesign of monitoring & compliance processes and requirements, and is currently leading enterprise-wide closeout planning efforts.

**Hurricane Harvey Disaster Recovery Grants Management**

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</table>

**Description of Experience**

For Harris County, Angela led the development and design of a monitoring & compliance plan for the county’s disaster recovery efforts post Hurricane Harvey across four federal grant streams: Federal Emergency Management Agency (FEMA) Public Assistance (PA); FEMA Hazard Mitigation Grant Program (HMGP); Department of Housing and Urban Development...
**Name**
**Angela Wu**

(HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR); and the Federal Highway Administration (FHWA) Emergency Relief (ER) Program. Angela also provided technical assistance on ensuring compliance with federal procurement requirements.

**Internal Audit for Disaster Recovery Programs**

<table>
<thead>
<tr>
<th>Period of Performance</th>
<th>August 2015 – November 2017</th>
</tr>
</thead>
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**Client Reference**

<table>
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<tr>
<th>Agency</th>
<th>New York City Office of Management and Budget</th>
</tr>
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<table>
<thead>
<tr>
<th>Name</th>
<th>[Redacted], Former Monitoring &amp; Compliance Unit Head</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>255 Greenwich Street, New York, NY 10007</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Phone Number</th>
<th>[Redacted]</th>
</tr>
</thead>
</table>

**Description of Experience**

For the City of New York, Angela led two teams to conduct ongoing internal audits of the Office of Management and Budget’s oversight and management of $4.2 billion of federal funding (FEMA PA and HUD CDBG-DR) for post-Superstorm Sandy recovery. Teams conducted stakeholder interviews of OMB and sub-grantees, built risk assessments and an internal audit framework, undertook testing (desktop and field), and issued observations and recommendations. Angela leveraged her extensive federal grant knowledge expertise to examine OMB’s operations and oversight for compliance with federal regulations and to understand any gaps in processes.

**Internal Controls Assessment**

<table>
<thead>
<tr>
<th>Period of Performance</th>
<th>July 2017 – September 2017</th>
</tr>
</thead>
</table>

**Client Reference**

<table>
<thead>
<tr>
<th>Agency</th>
<th>New York City Office of Management and Budget</th>
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<table>
<thead>
<tr>
<th>Name</th>
<th>[Redacted], Former Monitoring &amp; Compliance Unit Head</th>
</tr>
</thead>
</table>

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<thead>
<tr>
<th>Address</th>
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</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Phone Number</th>
<th>[Redacted]</th>
</tr>
</thead>
</table>

**Description of Experience**

For the City of New York, Angela led an effort to identify efficiencies and streamline the City’s annual single audit reporting process across agencies and federal funding streams for compliance with federal Office of Management and Budget Circular A-133 requirements as well as the Committee of Sponsoring Organizations of the Treadway Commission (COSO) framework for internal controls.

**Other Experience**

- For the New York City Housing Authority, Angela assisted with efforts to design a compliance & monitoring function within the organization, including developing a framework for assessing risk across potential compliance gaps.
- For a utility company, Angela provided technical assistance on FEMA Public Assistance, and assessed its emergency procedures to ensure compliance with regulatory requirements, including policies, processes, and documentation required for reimbursement.
Katharine Chesson, Project Manager

<table>
<thead>
<tr>
<th>Name</th>
<th>Katharine Chesson</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Position</td>
<td>Project Manager</td>
</tr>
<tr>
<td>Degree/Education</td>
<td>B.B.A., Accounting – The University of Oklahoma</td>
</tr>
<tr>
<td>Certifications</td>
<td>Certified Public Accountant</td>
</tr>
</tbody>
</table>

**Background**

Katharine has over 8 years of experience supporting a variety of state and local clients by providing project management, business process assessments, internal controls assessments, and organizational structure review and redesign. Katharine also has experience in auditing the tax provision and providing assistance to ensure compliance with federal tax regulations for large international companies across multiple industries such as, energy, mining, wholesale, and real estate. Katharine has also focused on financial analysis, SEC reporting, and federal regulatory compliance. Katharine’s diversified background gives her a unique perspective and strengthens her ability to understand her clients’ most complex challenges. Her accounting background and experiences dealing with a multitude of federal regulations and requirements strengthen her attention to detail and her ability to easily comprehend technical language.

**Relevant Contract Experience**

**COVID-19 Response Services**

<table>
<thead>
<tr>
<th>Period of Performance</th>
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<tbody>
<tr>
<td>Client Reference</td>
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<tr>
<td><strong>Agency</strong></td>
<td>Tarrant County, Texas</td>
</tr>
<tr>
<td><strong>Name</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td>100 E Weatherford Street, Suite 404, Fort Worth, TX 76102</td>
</tr>
<tr>
<td><strong>Phone Number</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Description of Experience**

For Tarrant County, Katharine is currently leading an engagement to identify federal funding opportunities related to the COVID-19 health emergency, manage and administer the County’s $209M Coronavirus Relief Funding allocation from the federal government, support the FEMA Public Assistance reimbursement requests, and navigate the ever-changing guidance and reporting requirements for the federal funding received. This has included conducting recurring interviews with the Tarrant County Judge and Commissioners to understand priorities and concerns, working closely with the County Administrator’s Office to develop a Small Business Assistance Program, Non-Governmental Organization Assistance Program, ILA Distributions with municipalities in Tarrant County, and currently working with the County to develop an assistance program for EMS and Volunteer Fire Fighters. Katharine is also responsible for performing weekly reviews of County expenditures to evaluate funding eligibility, analyzing funding remaining and developing a strategy for future spend, and providing interpretations of federal guidance, regulations, and requirements. Additionally, Katharine and her team have been developing webinars and training to help Tarrant County municipalities navigate CRF and FEMA to ensure compliance with federal regulations and requirements and reduce the risk of potential claw-back from Tarrant County.

**Hurricane Harvey Disaster Recovery Grant Management: Accounting Department Process Assessment**

<table>
<thead>
<tr>
<th>Period of Performance</th>
<th>January 2019 – December 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client Reference</td>
<td>Agency</td>
</tr>
<tr>
<td><strong>Agency</strong></td>
<td>Harris Health System</td>
</tr>
</tbody>
</table>
Name | Katharine Chesson
--- | ---
Name |  
Address | 2525 Holly Hall Street, Houston, TX 77054
Phone Number |  

**Description of Experience**

- For Harris Health System, Katharine led the assessment over the organization’s internal controls with respect to the accounting function. This assessment included the review of employee roles and responsibilities as well as each employee’s IT system access permissions. As part of this engagement, Katharine and the team assisted the organization’s leadership with redesigning its organizational structure to ensure proper segregation of duties, establish appropriate reporting lines, and authority structures, as well as gain operational efficiencies.
- For Harris Health System, Katharine led a business process assessment of four key functions (Financial Accounting, Grant Accounting, Fixed Asset Accounting, and Treasury and Cash Management) within the accounting department. Katharine worked closely with HHS leadership and stakeholders in assessing the current state to identify strengths and opportunities, including, but not limited to, process efficiency/effectiveness, the technological improvements, internal controls, and department structure. Katharine and the team collaborated with HHS to define the ideal future state and develop recommendations to increase efficiency and effectiveness of the accounting functions, prioritize recommendations, increase automation, reduce redundancies, identify and prioritize opportunities to improve the use of technology, and develop a roadmap for implementation.

**Hurricane Harvey Disaster Recovery Grants Management**

<table>
<thead>
<tr>
<th>Period of Performance</th>
<th>July 2018 – December 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client Reference</td>
<td></td>
</tr>
</tbody>
</table>
Name |  
Address | 901 Bagby Street, Houston, TX 77002 |
| Phone Number |  

**Description of Experience**

For the Harris County Office of the Management and Budget, Katharine provided ongoing assistance for two years to the County’s Hurricane Harvey disaster recovery efforts by co-leading the PMO function, managing the engagement financials, tracking project specific metrics to ensure compliance and Federal reimbursement, and various other project management functions. As part of these efforts, Katharine was responsible for the ongoing coordination and management of all subcontractor invoicing as well as the development of prime contractor invoices and supporting documentation to support the client’s reimbursement claims using FEMA, FHWA, and HUD CDBG-DR funding sources.
Jennifer Hickey, Project Manager

<table>
<thead>
<tr>
<th>Name</th>
<th>Jen Hickey</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Position</td>
<td>Project Manager</td>
</tr>
</tbody>
</table>

**Degree/Education**
- Masters in Professional Accounting, The University of Texas, Austin
- BBA, Business Honors Program; Minor: Spanish, The University of Texas, Austin

**Certifications**
- Certified Public Accountant in the State of Texas
- Certified Project Management Professional, Project Management Institute
- Licensed Texas Real Estate Agent

**Background**
Jen has experience leading teams to provide operational and financial strategy, implementation, and project management services to state and local government clients. Most recently, Jen is working to support her state and local government clients with disaster recovery response, specifically related to COVID-19 grant and program management for Harris County. Previously, Jen led teams of professionals to deliver tax solutions in the private equity sector, working with funds in the oil & gas, real estate, growth, and fund of funds space.

**Relevant Contract Experience**

**COVID-19 Grant Management Services**

<table>
<thead>
<tr>
<th>Period of Performance</th>
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<tbody>
<tr>
<td><strong>Client Reference</strong></td>
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<tr>
<td><strong>Agency</strong></td>
<td>Harris County Office of Management and Budget</td>
</tr>
<tr>
<td><strong>Name</strong></td>
<td>[Redacted] Sr. Director, Human Resources &amp; Risk Management</td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td>901 Bagby Street, Houston, TX 77002</td>
</tr>
<tr>
<td><strong>Phone Number</strong></td>
<td>[Redacted]</td>
</tr>
</tbody>
</table>

**Description of Experience**
For the Harris County Office of the Management and Budget, Jen served as Project Manager to the Harris County COVID-19 PMO team. Jen has assisted the County in managing the $426M Coronavirus Relief Funds (CRF) received by the federal government and determining how best to maximize the benefits of these funds for the County in 2020. This has included developing workgroups to identify priority projects within the County, creating a Small Business Relief Fund, Rental Assistance Program, Small City Assistance Program, Direct Assistance Program, and currently administering the Digital Access program for students in Harris County that experience digital divide and are beginning the 2020-2021 school year with some form of distance learning. In addition to identifying if expenses qualify for CRF reimbursement, Jen is working with departments to understand their budget variances and how that affects the County’s overall CRF availability. Project management efforts include coordinating with the Judge’s Office and four Precincts, Public Health, Budget Management, as well as County stakeholders including private NGOs and the City of Houston.

**TIERS Security Controls Audit**

<table>
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<tr>
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<tbody>
<tr>
<td><strong>Client Reference</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Agency</strong></td>
<td>Texas Health and Human Services Commission</td>
</tr>
<tr>
<td><strong>Name</strong></td>
<td>[Redacted]</td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td>8317 Cross Park Drive, Suite 125.06, Austin, Texas 78754</td>
</tr>
<tr>
<td>Name</td>
<td>Jen Hickey</td>
</tr>
<tr>
<td>------------</td>
<td>------------</td>
</tr>
<tr>
<td>Phone Number</td>
<td>[Redacted]</td>
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**Description of Experience**
For the Texas Health and Human Services Commission, Jen oversaw the 2019 and 2020 TIERS Security Controls audit in support of HHSC’s Authorization to Connect with the Center for Medicare and Medicaid Services (CMS). She developed an understanding of the system infrastructure and its compliance with Minimum Accepted Risk Standards for Exchanges (MARS-E), establishing relationships with system matter experts at HHSC and members of the TIERS Security team. She ensured the Guidehouse technical experts delivered project results within the stated time parameters and facilitated the delivery of the Security and Privacy Assessment Report including Suggested Corrective Action Plans for identified gaps in controls. The team was invited back for 2020’s audit and added a risk assessment of controls with identified gaps to the Y1 report.
Holly Hermes, Project Manager

<table>
<thead>
<tr>
<th>Name</th>
<th>Holly Hermes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Position</td>
<td>Project Manager</td>
</tr>
</tbody>
</table>
| Degree/Education   | - Master of Science in Finance – Texas A&M University  
                    | - Bachelor of Business Administration in Accounting – Texas A&M University |
| Certifications     | - Certified Public Accountant, Licensed in Texas  
                    | - Certified Fraud Examiner, Licensed in Texas |

**Background**

Holly has 10 years of experience in project management, claims management, and forensic accounting, and grants management. Most recently, Holly is managing teams administering FEMA Public Assistance (PA) and CRF grant funds as a result of COVID-19 for Harris Health System and the University Medical Center of El Paso.

**Relevant Contract Experience**

**COVID-19 Response Services**

<table>
<thead>
<tr>
<th>Period of Performance</th>
<th>March 2020 – Present</th>
</tr>
</thead>
</table>
| Client Reference      | Agency: Harris Health System  
                       | Name: [Redacted], MS, MBA, CPA, FHFMA  
                       | Address: 2525 Holly Hall, Houston, TX 77054  
                       | Phone Number: [Redacted] |

**Description of Experience**

For Harris Health System, Holly helps to lead a team who is supporting and administering a FEMA PA grant program as a result of COVID-19. Holly works with Harris Health System, FEMA, and the Texas Department of Emergency Management (TDEM) to identify and document eligible damages, develop and review cost and scope documentation, and organize documents on the FEMA Grants Portal.

**COVID-19 Support Services**

<table>
<thead>
<tr>
<th>Period of Performance</th>
<th>June 2020 – Present</th>
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</thead>
</table>
| Client Reference      | Agency: University Medical Center of El Paso  
                       | Name: [Redacted]  
                       | Address: 4815 Alameda Avenue, El Paso, TX 79905  
                       | Phone Number: [Redacted] |

**Description of Experience**

For University Medical Center of El Paso, Holly manages a team who is supporting the health system with its COVID-19 grants management including administering a FEMA PA grant program. The team is helping UMC El Paso build a process, from the ground up, on how to aggregate the necessary information and documentation to formulate a FEMA PA project.

**Hurricane Harvey Disaster Recovery Grants Management**

<table>
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<tr>
<th>Period of Performance</th>
<th>January 2018 – Present</th>
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</table>
| Client Reference      | Agency: Harris County Office of Management and Budget  
                       | Name: [Redacted], Sr. Director, Human Resources & Risk Management  
                       | Address: 901 Bagby Street, Houston, TX 77002  
                       | Phone Number: [Redacted] |

**Description of Experience**
<table>
<thead>
<tr>
<th>Name</th>
<th>Holly Hermes</th>
</tr>
</thead>
<tbody>
<tr>
<td>For Harris County, Holly manages a team who is supporting and administering a FEMA PA grant program as a result of Hurricane Harvey. The team is responsible with consolidating projects’ expenses and procurement documentation to create narratives on work performed and reviewing ongoing procurement activities for compliance with Federal regulations. Holly is driving coordination between county stakeholders, FEMA, and TDEM representatives to prioritize projects under the FEMA PA grant program. For Harris County, Holly also assisted with project management by leading the strategic recovery office workstream, including stakeholder and precinct engagement communications, meeting facilitation, financial controls, developing and implementing labor and expense procedures consistent with FEMA and HUD guidelines, coordinating with multiple subcontractors, and supporting the submission of labor and expense invoices.</td>
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<table>
<thead>
<tr>
<th>Deepwater Horizon Oil Spill Economic Settlement</th>
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<tbody>
<tr>
<td>Period of Performance</td>
<td>January 2013 – March 2018</td>
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<tr>
<td>Client Reference</td>
<td><strong>Agency</strong> US District Court, Claims Administrator</td>
</tr>
<tr>
<td>Name</td>
<td><strong>5151 Blazer Parkway Suite A, Dublin, OH 43017</strong></td>
</tr>
<tr>
<td>Address</td>
<td><strong>US District Court, Claims Administrator</strong></td>
</tr>
<tr>
<td>Phone Number</td>
<td><strong>5151 Blazer Parkway Suite A, Dublin, OH 43017</strong></td>
</tr>
</tbody>
</table>

**Description of Experience**

For the Deepwater Horizon Oil Spill economic settlement, Holly was a part of the court-appointed vendor team for the US District Court. Holly prepared business interruption claims and damage awards for businesses in the Gulf Coast area. The work included detailed review of monthly financial statements for up to five years of business activity and comparison of reported profit and loss (P&L) activity to annual tax returns, analysis of the trends and unusual balances in the financial activity reported in P&L and balance sheet accounts; direct communication with legal/financial representatives to obtain information to document the financial statement activity; updates to financial statements using journal entries to correct errors and/or to conform to the settlement agreement terms; and preparation of explanatory notes, schedules & exhibits supporting the financial statements and claim file calculations. Holly worked closely with multi-location engagement teams, client, legal consultants, and other accounting consultants on various complex claim matters such as financial and legal business issues and transactions that affected the claimant’s filing status. Holly prepared recommendation memorandums regarding the treatment and resolution of complex issues and collaborated with the client to expedite resolution of the issues. |
### Trisha Gangadeen, Project Manager

<table>
<thead>
<tr>
<th>Name</th>
<th>Trisha Gangadeen</th>
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</thead>
<tbody>
<tr>
<td>Proposed Position</td>
<td>Project Manager</td>
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</tbody>
</table>
| Degree/Education  | - Zicklin School of Business, Baruch College (MBA Candidate)  
|                  | - BA, Criminal Justice, John Jay College of Criminal Justice |
| Certifications  | - Certified Fraud Examiner (CFE)  
|                  | - Certified Anti-Money Laundering Specialist (CAMS) |

### Background

Trisha has deep experience providing investigative, oversight and monitoring services for government agencies and major public infrastructure projects. She also performs forensic reviews of Residential Mortgage Backed Securities to determine compliance with prevailing anti-fraud guidelines and investigate allegations of financial fraud and material misrepresentations. Trisha provides forensic accounting and anti-money laundering services, including transaction monitoring, AML/BSA investigations and Customer Due Diligence/Enhanced Due Diligence.

### Relevant Contract Experience

#### COVID-19 Disaster Response Services

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<th>Period of Performance</th>
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<tr>
<td>Agency</td>
<td>City of Albuquerque, New Mexico</td>
</tr>
<tr>
<td>Name</td>
<td>[Redacted] Director of Finance</td>
</tr>
<tr>
<td>Address</td>
<td>One Civic Plaza, NW, City/County Building, 11th Floor, Albuquerque, NM 87102</td>
</tr>
<tr>
<td>Phone Number</td>
<td>[Redacted]</td>
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</table>

#### Description of Experience

For the City of Albuquerque, Trisha served as a forensic auditor where Guidehouse provided a rapid assessment of Albuquerque’s recovery effort at the onset of the COVID-19 pandemic; evaluated their strategy and approach for identifying expenditures, assess gaps and needs in their internal controls environment to ensure compliance with FEMA and other state, local and federal cost recovery and aid requirements, and provided recommendations and guidance on the processes, organization and project management associated with the recovery.

#### Integrity Monitor: Superstorm Sandy LIRR Long Beach and NYCT Clifton Stop

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<td>Client Reference</td>
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<tr>
<td>Agency</td>
<td>Metropolitan Transportation Authority</td>
</tr>
<tr>
<td>Name</td>
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<tr>
<td>Address</td>
<td>2 Broadway, New York, NY 10004</td>
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<tr>
<td>Phone Number</td>
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#### Description of Experience

For the Metropolitan Transportation Authority, Trisha served as a forensic auditor where Guidehouse (previously Navigant) served as the integrity monitor for the review of project management of the Long Island Railroad Long Beach Stations and the New York City Transit’s Staten Island Clifton Stop Restoration design and construction project. Specifically, Guidehouse conducted a review of existing procedures and processes governing the projects, recommended and assisted with the implementing of procedures to mitigate risks identified during its initial review, reviewed associated payments and supporting documentation to third
**Name** | Trisha Gangadeen
---|---
party vendors, performed investigative due diligence on subcontractors, and assessed the prime contractors compliance with DBE compliance requirements.

| **Integrity Monitoring Services** |
| **Period of Performance** | April 2012 – April 2017 |
| **Client Reference** | **Agency** | Metropolitan Transportation Authority |
| | **Name** | [BLANK], MTA Director of Internal Controls |
| | **Address** | 2 Broadway, New York, NY 10004 |

**Description of Experience**
For the Metropolitan Transportation Authority, Trisha served as a forensic auditor where Guidehouse (previously Navigant) served as the integrity monitor for Second Avenue Subway and the Fulton Street Station design and construction projects. Specifically, Guidehouse was responsible for monitoring the five prime contractors and numerous subcontractors on the project for labor compliance issues, fraudulent billing schemes, organized crime infiltration and project safety.

| **Integrity Monitoring** |
| **Period of Performance** | April 2014 – July 2017 |
| **Client Reference** | **Agency** | New Jersey Department of Treasury |
| | **Name** | [BLANK] |
| | **Address** | New Jersey Department of Treasury, PO Box 002 Trenton, NJ 08625 |

**Description of Experience**
Trisha served as an auditor on the forensic accounting review in connection with Guidehouse’s (previously Navigant) role as integrity monitor for the New Jersey Department of the Treasury to monitor major components of the $1.8 billion, HUD-funded Superstorm Sandy Disaster Recovery Program administered by the DCA. Guidehouse was responsible for monitoring the contractors managing the Rehabilitation, Reconstruction, Elevation and Mitigation Program and the Landlord Rental Repair Program, as well as the contractor charged with creating the information technology infrastructure for these programs, and a staffing augmentation contractor. The team monitored the controls environment for four prime contractors and their relationships with numerous subcontractors to prevent and detect fraud, waste and abuse, and reported findings to the State resulting in the claw back of improper billings of more than $750,000. The team have also ensured that performed repairs were within the program’s scope; tracked quality and safety issues; and audited contractor and homeowner applications.
Jori Horberg, Senior Consultant

<table>
<thead>
<tr>
<th>Name</th>
<th>Jori Horberg</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Proposed Position</strong></td>
<td>Senior Consultant</td>
</tr>
<tr>
<td><strong>Degree/Education</strong></td>
<td>BS, Finance, New York University Stern School of Business</td>
</tr>
</tbody>
</table>

**Background**

Jori has four years of experience in assisting our state and local government clients with program and grant management, integrity monitoring services, business process reengineering and financial analysis. Jori has supported agencies such as the New York State Governor’s Office of Storm Recovery (GOSR) and the City of Jersey City’s Division of Community Development (CDC).

**Relevant Contract Experience**

**Superstorm Sandy Recovery**

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<tr>
<th>Client</th>
<th>New York State Governor’s Office of Storm Recovery</th>
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</thead>
<tbody>
<tr>
<td><strong>Period of Performance</strong></td>
<td>January 2018 – Present</td>
</tr>
</tbody>
</table>

**Description of Experience**

- **Housing Department – Integrity Monitoring and Quality Assurance; January 2018 – Present.** For GOSR’s Housing Department, Jori provides QA/QC and integrity monitoring services for applicant awards for multiple Housing assistance programs by utilizing and maintaining the analytics software, SAS, and QC templates in Excel. Jori also maintains the process documentation for various QC processes. Jori is responsible for updating process documentation as well as her SAS code in accordance with federal regulations and program/agency policy changes. Given Jori’s extensive background managing HUD policies, she has since spearheaded the creation of applicant-level closeout checklists for programs including Buyout & Acquisition, Mobile Home Community Reconstruction, and Single Family.

- **Housing Department – Anti-Fraud, Waste and Abuse (AFWA) process buildout and applicant closeout review; January 2018 – September 2018.** As part of the above applicant closeout checklist buildout, Jori conducted a deep assessment of GOSR’s on-going AFWA validation and QC process conducted by GOSR’s program managers. Jori was able to identify process improvements for on-going reviews, as well as develop an AFWA validation section of the closeout checklist in line with applicable federal and state requirements.

- **Agency-wide – Closeout Planning Efforts; April 2020 – Present.** As part of GOSR’s Agency-wide closeout planning work track, Jori has been working with the Finance Department to conduct reconciliation efforts across GOSR in order to ensure a clean closeout of subrecipients, developers and vendors. As part of this process, Jori has begun reviewing Finance’s current processes for tracking and reconciling program delivery and project costs against activity codes, which are reported in DRGR. As part of this review, Jori is also looking into current budget tracking processes between programs and Finance in order to better streamline communication and update existing reports. Once all efforts are completed, Jori will finalize the vendor, developer and subrecipient closeout checklists and associated standard operating procedures (SOPs), which contain robust instruction on how to conduct compliant closeout reviews.

**Community Development Regulatory Compliance Support**

<table>
<thead>
<tr>
<th>Client</th>
<th>City of Jersey City Division of Community Development</th>
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<tbody>
<tr>
<td><strong>Period of Performance</strong></td>
<td>February 2017 – June 2017</td>
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</tbody>
</table>

**Description of Experience**
<table>
<thead>
<tr>
<th>Name</th>
<th>Jori Horberg</th>
</tr>
</thead>
<tbody>
<tr>
<td>For the City of Jersey City, Division of Community Development, Jori worked on the development of project management and compliance management tools. Jori interviewed all Division staff, documented current practices, and created a detailed program schedule. Jori assisted in the development of the reporting dashboard to enable the Division to prepare for and anticipate compliance activities along with the creation of monitoring and closeout plans to align practices with HUD compliance requirements for the following funding sources: Emergency Solutions Grant (ESG), Housing Opportunities for Persons with AIDS (HOPWA) and Community Development Block Grant (CDBG). The deliverables in this project streamlined processes and assigned roles and responsibilities to enable the Division to track, manage, and report on its grant activities.</td>
<td></td>
</tr>
</tbody>
</table>
Xavier Williams, Senior Consultant

<table>
<thead>
<tr>
<th>Name</th>
<th>Xavier Williams</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Position</td>
<td>Senior Consultant</td>
</tr>
</tbody>
</table>
| Degree/Education | - M.A. Theories of Urban Practice, The New School, Parsons Graduate School of Design Strategies  
                      - BA, Political Science, Swarthmore College |
| Certifications   | - Project Management Professional (PMP)  
                      - American Institute of Certified Planners (AICP) |

**Background**

As a certified Project Management Professional, Xavier has over 6 years of experience working in or with state and local governments providing services for a combination of high-profile and internal operations projects. This includes more than three years spent working directly on the implementation of a Federally funded multi-billion-dollar disaster recovery program, at both the programmatic- and project management-levels across a portfolio of more than 300 natural disaster resiliency projects. Over a year of municipal government experience includes coordinating multiple capital planning efficiency improvements within a Public Works Department, through in-depth business process analysis and stakeholder management.

**Relevant Contract Experience**

**COVID-19 Response Services**

<table>
<thead>
<tr>
<th>Client</th>
<th>Massachusetts Emergency Management Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Period of Performance</td>
<td>May 2020 – Present</td>
</tr>
</tbody>
</table>

**Description of Experience**

For the Massachusetts Department of Emergency Management (MEMA), Xavier is assisting the department with the submission of various applications to FEMA’s Public Assistance program for the reimbursements of emergency protective measures in response to COVID-19. This work spans a range of eligible activity types under FEMA’s Category B reimbursement program, including PPE, Alternative Care Sites, and significant labor costs.

**Hurricane Harvey Disaster Recovery Grants Management**

<table>
<thead>
<tr>
<th>Client</th>
<th>Harris County Office of Management and Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Period of Performance</td>
<td>July 2018 – Present</td>
</tr>
</tbody>
</table>

**Description of Experience**

For Harris County, Texas, Xavier assisted with the rollout of several key program documents supporting the County’s management of various disaster recovery housing assistance programs, including Single- and Multi-family (Affordable Rental), and buyouts using Federal funds. He helped develop the strategy for the County to oversee compliance with Federal, State, and local regulations as part of CDBG-DR grant management, including Section 3 and M/WBE.

**COVID-19 Disaster Response Recovery**

<table>
<thead>
<tr>
<th>Client</th>
<th>Mid-Michigan Health Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>Period of Performance</td>
<td>March 2020 – Present</td>
</tr>
</tbody>
</table>

**Description of Experience**

For the Mid-Michigan Health Network, Xavier served as the FEMA Public Assistance (PA) Subject Matter Expert. He assisted multiple U.S. healthcare systems responsible for the health and safety of populations infected by or vulnerable to the COVID-19 pandemic, and tracked, gathered, and submitted to FEMA the complete documentation necessary to receive reimbursement for high-dollar expenditures.
Jacob Theriot, Senior Consultant

<table>
<thead>
<tr>
<th>Name</th>
<th>Jacob Theriot</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Position</td>
<td>Senior Consultant</td>
</tr>
</tbody>
</table>
| Degree/Education | - Master of Accounting (MACT), Tulane University  
|                 | - Bachelor of Science (BS) in Management, Tulane University |

**Background**

Jacob has 6 years of experience in audit services, forensic accounting and claims management, and monitoring and compliance. Jacob also has extensive experience in federal grants management most recently supporting the administration of CRF funds for the State of South Carolina and Cook County.

**Relevant Contract Experience**

**COVID-19 Grant Management Services**

<table>
<thead>
<tr>
<th>Client</th>
<th>State of South Carolina</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Period of Performance</strong></td>
<td>June 2020 – Present</td>
</tr>
</tbody>
</table>

**Description of Experience**

Jacob is leading the grant administration of CRF funds in the State of South Carolina. His team developed the software platform SC Cares, which is used to execute subrecipient agreements, submit reimbursement requests, and issue payments. Jacob and team developed the tools and template for subrecipients to submit their requests and conducted several trainings to educate the subrecipients on the program’s eligibility and submission process. Jacob and team also developed and implemented the State’s internal review methodology to conduct a full review of all reimbursement requests from the subrecipients to determine eligibility and confirm compliance with the CRF funding guidelines prior to the State issuing any payments.

**COVID-19 Response Services**

<table>
<thead>
<tr>
<th>Client</th>
<th>Cook County Department of Emergency Management and Regional Security</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Period of Performance</strong></td>
<td>March 2020 – Present</td>
</tr>
</tbody>
</table>

**Hurricane Harvey Disaster Recovery Grants Management**

<table>
<thead>
<tr>
<th>Client</th>
<th>US District Court, Claims Administrator</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Period of Performance</strong></td>
<td>May 2018 – Present</td>
</tr>
</tbody>
</table>

**Description of Experience**

For Harris County, Jacob assisted with the strategy around disaster recovery and grants management of over $1B in federal funds. He provided guidance to several departments within the County and helped to manage the team responsible with consolidating projects’ expenses and procurement documentation to create narratives on work performed and reviewing ongoing procurement activities for compliance with Federal regulations. Jacob submitted projects and associated required documentation for reimbursement through the FEMA PA grant program and provided suggestions for creating greater efficiencies, standardizations, and processes to maximize funding opportunities, ensure compliance, and be better prepared for future disasters. Jacob focused disaster recovery strategy consulting around the different recovery funding sources available to the County including FEMA, HUD, and FHWA emergency grants and the policies, guidelines, regulations, etc. implemented by those federal agencies.

**Deepwater Horizon Oil Spill Economic Settlement**

<table>
<thead>
<tr>
<th>Client</th>
<th>US District Court, Claims Administrator</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Period of Performance</strong></td>
<td>January 2013 – March 2018</td>
</tr>
</tbody>
</table>

Use or disclosure of data contained on this page is subject to the restriction on the cover page of this document

Guidehouse
<table>
<thead>
<tr>
<th>Name</th>
<th>Jacob Theriot</th>
</tr>
</thead>
</table>

**Description of Experience**

For the Deepwater Horizon Oil Spill class-action settlement, Jacob worked for a court-appointed vendor for the US County Court. Jacob prepared business interruption claims and damage awards for businesses in the Gulf Coast area. The work included detailed review of monthly financial statements for up to five years of business activity and comparison of reported profit and loss (P&L) activity to annual tax returns, analysis of the trends and unusual balances in the financial activity reported in P&L and balance sheet accounts; direct communication with legal/financial representatives to obtain information to document the financial statement activity; updates to financial statements using journal entries to correct errors and/or to conform to the settlement agreement terms; and preparation of explanatory notes, schedules & exhibits supporting the financial statements and claim file calculations.
Denise DeFelice, Consultant

<table>
<thead>
<tr>
<th>Name</th>
<th>Denise DeFelice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Position</td>
<td>Consultant</td>
</tr>
<tr>
<td>Degree/Education</td>
<td>B.A, Cum laude, Health and Societies, University of Pennsylvania</td>
</tr>
</tbody>
</table>

**Background**

Denise has experience in disaster recovery support and data management. She supported the NYS Governor’s Office of Storm Recovery as it created a financial management dashboard to manage its subrecipient activities. Before coming to Guidehouse, she worked with the Philadelphia Department of Public Health, also in data management.

**Relevant Contract Experience**

**Dashboard Reporting and Financial Reconciliation**

<table>
<thead>
<tr>
<th>Client</th>
<th>New York State Governor’s Office of Storm Recovery</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Period of Performance</strong></td>
<td>September 2019 – September 2020</td>
</tr>
</tbody>
</table>

**Description of Experience**

For the New York State Governor’s Office of Storm Recovery (GOSR), Denise supported the development of a reporting solution to help drive business processes, provide real-time budget and schedule information for high-value disaster recovery projects, and enable decision-making for leadership. Denise engaged with GOSR stakeholders to assess the current state of reporting and data management and assessed all available data sources to build a new baseline for project budgets and schedules. After producing this detailed current state assessment, Denise developed recommendations to support future data management and reporting integrity practices. After partnering with developers to build the reporting solution, she led trainings with GOSR staff to use the tool for project and program management. Denise also continued to support GOSR by maintaining data, streamlining data processes, and preparing reports to inform decision-making for Program leadership.

**Hurricane Harvey Disaster Recovery Grants Management**

<table>
<thead>
<tr>
<th>Client</th>
<th>Harris County Office of Management and Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Period of Performance</strong></td>
<td>June 2019 – August 2019</td>
</tr>
</tbody>
</table>

**Description of Experience**

For Harris County, Denise supported the FEMA Public Assistance infrastructure team to create accessible data management templates and submit recovery projects for federal reimbursement. She consolidated expense, procurement, and inventory documentation for projects across the County to create narratives on work performed. Denise has supported project submission for several Hurricane Harvey recovery projects, submitting nearly $1 million in project expenses to disaster recovery federal grant agencies for reimbursement and leading narrative creation for projects worth over $5 million for reimbursement. Denise also created data templates to provide County stakeholders with accessible expenditure details to provide clarity on the County’s management of an expected $6.8 billion in disaster recovery funds.

**Program Organizational Assessment**

<table>
<thead>
<tr>
<th>Client</th>
<th>New York City Department for the Aging</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Period of Performance</strong></td>
<td>February 2019 – April 2019</td>
</tr>
</tbody>
</table>

**Description of Experience**

For the New York City Department for the Aging (DFTA), Denise supported the agency’s efforts to implement a new Home Delivered Meals program model through internal data analysis, supply chain management and assessment, and stakeholder engagement. Denise
<table>
<thead>
<tr>
<th>Name</th>
<th>Denise DeFelice</th>
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</thead>
<tbody>
<tr>
<td>analyzed internal data to create a borough analysis map of 18,000+ seniors whom DFTA serves and 23 non-profit providers across the City to inform changes to future contracts. She supported the development of a stakeholder engagement plan to understand the needs of and gain buy-in from internal staff, non-profit providers, and seniors in the program. She led communication management efforts for the phone survey of 376 seniors between internal staff and the Guidehouse team and conducted surveys. She also assisted in the creation and release of a Request for Information (RFI) targeted at potential meal and/or delivery vendors.</td>
<td></td>
</tr>
</tbody>
</table>
Olivia Arquinzoni, Consultant

<table>
<thead>
<tr>
<th>Name</th>
<th>Olivia Arquinzoni</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Position</td>
<td>Consultant</td>
</tr>
</tbody>
</table>
| Degree/Education      | Master of International Affairs in Economic and Political Development, Columbia University  
                       | BA, International Studies, Vassar College |

**Background**

Olivia is experienced in data and business analytics and has experience across the lifecycle of managing a federally funded disaster recovery program – from project worksheet preparation through closeout. She also is skilled in providing process streamlining solutions, impact evaluations, and business/revenue stream development.

**Relevant Contract Experience**

**Enterprise Closeout Planning**

<table>
<thead>
<tr>
<th>Client</th>
<th>New York State Governor’s Office of Storm Recovery</th>
</tr>
</thead>
<tbody>
<tr>
<td>Period of Performance</td>
<td>April 2020 – August 2020</td>
</tr>
<tr>
<td><strong>Description of Experience</strong></td>
<td>For the New York State Governor’s Office of Storm Recovery (GOSR), Olivia supported the development of an agency-wide closeout plan. She worked with a team of executives to create consensus around inter-departmental closeout roles, timelines for various levels of closeout, and critical staff succession planning. Activities include documenting applicable State, local, and Federal requirements, reviewing closeout process documentation to understand where procedural closeout gaps exist, and facilitating executive visioning sessions designed to create a forum for closeout decision-making.</td>
</tr>
</tbody>
</table>

**FEMA Public Assistance Match Project Management**

<table>
<thead>
<tr>
<th>Client</th>
<th>New York State Governor’s Office of Storm Recovery</th>
</tr>
</thead>
<tbody>
<tr>
<td>Period of Performance</td>
<td>February 2019 – April 2020</td>
</tr>
<tr>
<td><strong>Description of Experience</strong></td>
<td>For the New York State Governor’s Office of Storm Recovery (GOSR), Olivia provided project management and business and data analysis support. She analyzed the data of a unique $200M program for agency-wide reporting and program planning purposes. She has assisted in developing policies and procedures to ensure Program compliance with Community Development Block Grant – Disaster Recovery (CDBG-DR) and Housing and Urban Development (HUD) regulations. Additionally, Olivia has overseen the financial reconciliation of the program, which involved ensuring the standardization of program records across key divisions within GOSR and prioritizing individual projects to meet key funding goals.</td>
</tr>
</tbody>
</table>

**Emergency Asset Management**

<table>
<thead>
<tr>
<th>Client</th>
<th>State of New York Division of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Period of Performance</td>
<td>July 2018 – January 2019</td>
</tr>
<tr>
<td><strong>Description of Experience</strong></td>
<td>For the New York State (NYS) Division of the Budget, Olivia supported an enterprise-wide fleet management assessment. As part of the assessment, she interviewed fleet management staff at four NYS agencies to understand their fleet management business processes and created over 20 process flows focused on various parts of the fleet management lifecycle.</td>
</tr>
</tbody>
</table>
Jared Booth, Consultant

<table>
<thead>
<tr>
<th>Name</th>
<th>Jared Booth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Position</td>
<td>Consultant</td>
</tr>
</tbody>
</table>
| Degree/Education   | - M.S. Accounting – Texas A&M University  
|                    | - B.B.A. Accounting – Texas A&M University |
| Certifications     | Certified Public Accountant   |

**Background**

Jared has over 5 years of experience providing accounting and consulting services to clients in both the public and private sectors. Jared has worked assisting public sector organizations with federal grants management and compliance, business process assessments, internal control assessments, and organizational structure review and redesign. Prior to joining Guidehouse, Jared worked for a “Big Four” auditing firm primarily focusing on auditing large corporations, maintaining compliance with federal tax regulations, and assisting large companies implement accounting method changes.

**Relevant Contract Experience**

**COVID-19 Grant Management Services**

<table>
<thead>
<tr>
<th>Client</th>
<th>Harris County Office of Management and Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Period of Performance</td>
<td>May 2020 – Present</td>
</tr>
</tbody>
</table>

**Description of Experience**

For Harris County, Jared is currently acting as a workstream lead to help Harris County manage and administer its $428M CARES funding allocation from the federal government and determine how best to maximize the benefits of these funds while ensuring compliance with all relevant federal guidance and regulations. This has included leading workgroups to identify priority projects within the County, creating a Small Business Relief Fund, Rental Assistance Program, Small City Assistance Program, Direct Assistance Program, and currently standing up a program to address the digital divide for students in Harris County participating in distance learning without appropriate technology access. These efforts have included designing programs that comply with all relevant Treasury regulations and that will stand the test of future audits and minimize the risk of funding de-obligation. Additionally, Jared has assisted with ongoing monitoring of these programs for compliance purposes through activities such as the sampling and review of program applications approved by third-party administrators.

**COVID-19 Program Development, Executive Branch Review, and Implementation**

<table>
<thead>
<tr>
<th>Client</th>
<th>State of Oklahoma</th>
</tr>
</thead>
<tbody>
<tr>
<td>Period of Performance</td>
<td>January 2020 – May 2020</td>
</tr>
</tbody>
</table>

**Description of Experience**

For the State of Oklahoma, Jared assisted with an assessment of the current state of Oklahoma’s Executive Branch and all associated agencies, boards, and commissions. This assessment was aimed at identifying potential areas of enhanced collaboration across state agencies, process simplifications, and increased efficiencies that will drive state mission accomplishment. As part of this engagement, Jared was responsible for interviewing state officials, documenting current state processes, and providing recommendations for both short-term and long-term improvements. Additionally, Jared was responsible for reviewing state level financial information and identifying areas of potential cost take-out that aligned with recommended organizational changes.

**Hurricane Harvey Disaster Recovery Grants Management: Accounting Department Process Assessment**
<table>
<thead>
<tr>
<th>Name</th>
<th>Jared Booth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client</td>
<td>Harris Health System</td>
</tr>
<tr>
<td>Period of Performance</td>
<td>January 2019 – December 2019</td>
</tr>
</tbody>
</table>

**Description of Experience**

- For the Harris Health System, Jared served as the co-lead on an assessment over the organization’s internal controls with respect to the accounting function. This assessment included the review of employee roles & responsibilities as well as each employee’s IT system access permissions. As part of this engagement, Jared assisted the organization’s leadership with redesigning its organizational structure to ensure proper segregation of duties, establish appropriate reporting lines and authority structures, as well as gain operational efficiencies.

- For the Harris Health System, Jared led the financial accounting workstream within a process review of the organization’s accounting function. For the current state phase of the project, he reviewed documentation and conducted interviews with accounting staff and other stakeholders to develop process flows and written narratives detailing processes related to the organization’s financial accounting function as well as to identify existing pain points and areas for improvement. As part of the future state phase of the project, Jared identified opportunities to resolve previously identified pain points and improve internal controls and collaborated with organizational leadership and accounting staff to develop an implementation roadmap for the process improvement strategy.

**Hurricane Harvey Disaster Recovery Grants Management**

<table>
<thead>
<tr>
<th>Client</th>
<th>Harris County Office of Management and Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Period of Performance</td>
<td>July 2018 – Present</td>
</tr>
</tbody>
</table>

**Description of Experience**

For Harris County’s Office of Management and Budget, Jared has provided ongoing assistance since 2018 for disaster recovery efforts by co-leading the PMO function, managing the engagement financials, tracking project specific metrics to ensure compliance and Federal reimbursement, and various other project management functions. As part of these efforts, Jared has been responsible for the ongoing coordination and management of all subcontractor invoicing as well as the development of prime contractor invoices and supporting documentation to support the client’s reimbursement claims using FEMA, FHWA, and HUD CDBG-DR funding sources.
Sarah Rose, Associate

<table>
<thead>
<tr>
<th>Name</th>
<th>Sarah Rose</th>
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<tbody>
<tr>
<td>Proposed Position</td>
<td>Associate</td>
</tr>
<tr>
<td>Degree/Education</td>
<td>BA, Criminal Justice, University of Northern Colorado</td>
</tr>
</tbody>
</table>

**Background**
Sarah has over 7 years in regulatory compliance, including federally funded disaster recovery programs. Sarah has worked in both the public and private sector developing monitoring plans, reviewing policies (at the federal, local and company level), providing technical assistance, and performing due diligence visits to ensure compliance with the applicable rules and regulations.

**Relevant Contract Experience**

**COVID-19 Response Services**
- **Client**: Harris Health System
- **Period of Performance**: March 2020 – Present
- **Description of Experience**: For Harris Health System, Sarah is supporting the agency’s COVID-19 FEMA response, ensuring compliance with all relevant federal guidance and regulations for emergency response expenditures. This work includes reviewing contracts, invoices and labor logs.

**CDBG-DR Program Compliance – Policies, Procedures, Reporting**
- **Client**: New York State Governor’s Office of Storm Recovery
- **Period of Performance**: January 2020 – March 2020
- **Description of Experience**: For the New York State Governor’s Office of Storm Recovery, Sarah reviewed CDBG-DR program documentation, including policies, procedures and process flows. She noted recommendations to simplify process and procedures to improve efficiency while maintaining compliance, in addition to updating and developing procedures and templates for DRGR reporting with HUD.

**Regulatory Compliance**
- **Client**: SS&C Technology
- **Period of Performance**: May 2019 – November 2019
- **Description of Experience**: For SS&C Technology, Sarah developed and implemented a tracking system for laws and regulations to ensure compliance with the U.S. Securities and Exchange Commission (SEC) guidelines. She also served as the primary liaison with service providers and provided information necessary to conduct regulatory compliance reviews and examinations, in addition to performing due diligence visits and risk assessments.

**CDBG-DR Infrastructure**
- **Client**: Colorado Department of Public Safety, Department of Homeland Security
- **Period of Performance**: April 2016 – May 2019
- **Description of Experience**: For the Colorado Department of Public Safety, Department of Homeland Security, Sarah monitored all infrastructure projects to ensure compliance with CDBG-DR program policies; 2 CFR 200, Davis Bacon, Section 3, Duplication of Benefits, and a National Objective. She also provided Davis Bacon training to contractors that were awarded federal funds, developed new workflows and internal controls for processing grant funds to meet HUD regulation.
<table>
<thead>
<tr>
<th>Name</th>
<th>Sarah Rose</th>
</tr>
</thead>
</table>

requirements and for projects that received both HUD and FEMA funding, and collaborated with other disaster funding agencies (FHWA and FEMA) to set strategy, manage and use resources efficiently and effectively. Sarah developed and maintained relationships with key stakeholders in order to provide technical assistance when project opportunities or compliance issues were identified.
Cheryl Rozinski, Associate

<table>
<thead>
<tr>
<th>Name</th>
<th>Cheryl Rozinski</th>
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</thead>
<tbody>
<tr>
<td>Proposed Position</td>
<td>Associate</td>
</tr>
</tbody>
</table>
| Degree/Education  | • MS, Public Policy and Management, Carnegie Mellon University  
|                   | • BS, Business Administration, Saint Joseph’s University |

**Background**
Cheryl has experience in federal grants management for FEMA PA, monitoring & compliance, and financial auditing to ensure compliance with federal requirements. She currently provides her expertise in COVID-19 recovery efforts for Massachusetts and Vermont.

**Relevant Contract Experience**

**Construction Program Quality Assurance/Quality Control**
- **Client**: New York State Governor’s Office of Storm Recovery
- **Period of Performance**: September 2019 – April 2020

**Description of Experience**
For the New York State Governor’s Office of Storm Recovery, Cheryl audited the current state of the Housing Construction and Environmental Programs by conducting a detailed review of the Work Order population to confirm compliance with federal, state, and local regulations. In this process, she reviewed thousands of documents including procurement documents, invoices, and contracts. She defined record retention and close-out requirements and developed a verification methodology to assess quality of documentation.

**COVID-19 Response Services**
- **Client**: Massachusetts Emergency Management Agency
- **Period of Performance**: April 2020 – Present

**Description of Experience**
For the Massachusetts Emergency Management Agency, Cheryl currently supports the response to COVID-19 with project management, technical assistance, and online data tracking. She helps applicants with the tracking and submission of COVID-19 costs and required documentation by creating specific and easy-to-use guidance for applicants and by fielding questions. In addition, she advises the Commonwealth on determining and maximizing available grants and other funding sources. She provides value and expert guidance on leading practices, federal rules, and FEMA procedures by continuing to interpret FEMA guidelines as they are published. Some specific topics which she has provided advice on include how to ensure documentation is audit-ready, procurement best practices during COVID-19, and using the FEMA Grants Portal.

**COVID-19 Response Services**
- **Client**: State of Vermont
- **Period of Performance**: June 2020 – Present

**Description of Experience**
For the State of Vermont, Cheryl currently supports the response to COVID-19 with project management, technical assistance, and recovery planning. She helps the team with the tracking and submission of COVID-19 costs and required documentation by creating specific and easy-to-use guidance for the team to use when tracking time and by generating all supporting documentation for application for reimbursement. She provides value and expert guidance on leading practices, federal rules, and FEMA procedures for submitting a Category Z Management Costs application.
Margaret Yu, Associate, Associate

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<thead>
<tr>
<th>Name</th>
<th>Margaret Yu</th>
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<tbody>
<tr>
<td>Proposed Position</td>
<td>Associate</td>
</tr>
</tbody>
</table>
| Degree/Education | MPP, University of Chicago  
|                  | BS, Accounting and Political Science, Rutgers University |
| Certifications  | Certified Public Accountant |

**Background**

Margaret has 5 years of experience in federal and state tax incentives. She supported private and public sector clients in tax compliance and audit engagements. Margaret has served as the technical authority for financial data concerns to ensure compliance with federal, state, and local regulations. Prior to joining Guidehouse, she spent two years studying municipal finance and public policy analysis within her graduate school program.

**Relevant Contract Experience**

**COVID-19 Financial Response**

<table>
<thead>
<tr>
<th>Client</th>
<th>DuPage County, Illinois</th>
</tr>
</thead>
<tbody>
<tr>
<td>Period of Performance</td>
<td>August 2020 – Present</td>
</tr>
</tbody>
</table>

**Description of Experience**

For DuPage County, Margaret is currently developing strategic financial decisions for DuPage County on administering its $161M in Coronavirus Relief Funding from the federal government. This includes collaborating with the County Board and CFO to understand budget considerations and funding priorities. She is leading working groups to disburse federal funding to small businesses, community services, municipalities, fire protection districts, townships and park districts. Margaret assists with the ongoing monitoring of these groups through risk assessments and documentation compliance. Additionally, Margaret leads the financial reporting workstream by researching complex federal requirements and analyzing general ledger, vendor, and invoice information for quarterly reporting requirements.

**Tax Incentive Strategy, Compliance and Audit**

<table>
<thead>
<tr>
<th>Client</th>
<th>Fortune 500 Pharmaceutical Companies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Period of Performance</td>
<td>October 2012 – June 2018</td>
</tr>
</tbody>
</table>

**Description of Experience**

Prior to working at Guidehouse, Margaret worked within Deloitte’s Government Incentives and Innovation group where she focused on identifying financial incentives for clients that fuel economic development and regional impact. She assisted management in financial modeling of different tax incentive approaches and highlighted trade-offs between strategies while taking into account relative audit risk. On several engagements, she implemented technology-based tools to create a smooth data collection processes that increased efficiency and transparency. These efforts have included designing programs that comply with all relevant Treasury regulations and that will stand the test of future audits and minimize the risk of disallowance. Finally, Margaret has also led audit defense work and sustained tax credit filings of more than 90%.
Jeremias Alvarez, SME

<table>
<thead>
<tr>
<th>Name</th>
<th>Jeremias Alvarez</th>
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</thead>
<tbody>
<tr>
<td>Proposed Position</td>
<td>Subject Matter Expert, FEMA</td>
</tr>
</tbody>
</table>
| Degree/Education | • M.P.Aff., Public Affairs, University of Texas  
                  • B.A., Spanish/International Business, St. Edward’s University |
| Certifications  | • Project Management Professional (PMP)  
                  • Certified Scrum Master (CSM) |

**Background**

Jeremias brings more than 20 years of Federal government experience, including 14 years of emergency management consulting experience with FEMA clients across all major response, recovery, mitigation/insurance, and preparedness mission areas. He is a recognized expert in emergency management, disaster response and recovery policy development and analysis, business process improvement, strategy and transformation, Federal grants management, and project/program management.

**Relevant Contract Experience**

<table>
<thead>
<tr>
<th>Recovery Directorate Public Assistance (PA) Reengineering (PARE) IDIQ</th>
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</thead>
<tbody>
<tr>
<td><strong>Client</strong></td>
<td>Federal Emergency Management Agency</td>
</tr>
<tr>
<td><strong>Period of Performance</strong></td>
<td>August 2015 – December 2017</td>
</tr>
</tbody>
</table>

**Description of Experience**

For FEMA, Jeremias provided program management oversight and policy analysis support to the FEMA Office of Response and Recovery (ORR) with the national re-engineering of all processes, tools, and policies/procedures for their overall Public Assistance (PA) disaster recovery processes, including transformation efforts of the PA program, workforce, training, and technology support elements so that FEMA may be able to more aptly respond to disaster operations. He helped implement the new PA program plan for implementing and transitioning to the PA Division's redesigned national business model that is now used both at headquarters and at the regions during disasters and served as the engagement director for a team of 9+ staff across 7 task orders on the FEMA ORR PARE IDIQ. Jeremias also provided oversight of the execution and delivery of all project objectives, including planning, training, communications, analytics, strategic planning, testing, policy/procedure development, and implementation activities and tasks.

<table>
<thead>
<tr>
<th>Individual Assistance Technical Assistance Contact (IATAC) Program Support Services</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Client</strong></td>
<td>Federal Emergency Management Agency</td>
</tr>
<tr>
<td><strong>Period of Performance</strong></td>
<td>November 2006 – September 2007</td>
</tr>
</tbody>
</table>

**Description of Experience**

For FEMA, Jeremias was deployed for more than nine months to the Louisiana Long-term Recovery Office (LTRO) in New Orleans, Louisiana to support policy development, project management, and to provide technical program support to the FEMA ORR Individual Assistance (IA) program during the Katrina recovery efforts. He coordinated with many Federal, State, and Local stakeholders to develop disaster-specific guidance for IA program and operations. He conducted in-depth analysis of FEMA ORR IA and other policies to develop guidance for practitioners on the ground and developed Standard Operating Procedures (SOPs) and other doctrine that was implemented at the LTRO.

<table>
<thead>
<tr>
<th>Risk Reduction Division Hazard Mitigation Assistance (HMA) Grants Policy Support</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Client</strong></td>
<td>Federal Emergency Management Agency</td>
</tr>
</tbody>
</table>

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Guidehouse

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<table>
<thead>
<tr>
<th><strong>Name</strong></th>
<th>Jeremias Alvarez</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Period of Performance</strong></td>
<td>July 2010 – September 2012</td>
</tr>
<tr>
<td><strong>Description of Experience</strong></td>
<td>For FEMA, Jeremias supported the FEMA Federal Insurance and Mitigation Administration (FIMA) Risk Reduction Division (now Mitigation Directorate) under the Hazard Mitigation Technical Assistance Program (HMTAP) IDIQ with policy and program management support by developing policies/guidance; evaluating issues; monitoring legislation/regulations; maintaining policy databases; and fostering partnerships with stakeholders across all grants policy and program areas for the Hazard Mitigation Assistance (HMA) programs. He served as the overall project manager for all nine workstreams/projects, including a policy analysis project that assessed options for implementing minimum design and construction standards for all HMA-funded flood projects and led the analysis and provided expert advice and assistance to the policy staff, including the development of a policy options paper and a technical matrix that has been shared with a broad range of FIMA stakeholders. Jeremias also managed an IT tool options analysis project that identified IT tools to deploy an MS SharePoint PMO Site for use by all FIMA Risk Reduction Division HMA Grants Policy Branch policy staff and other FIMA stakeholders. This PMO Site tool helped the Grants Policy Branch foster more collaborative decision making and support knowledge management throughout the FIMA Risk Reduction Division.</td>
</tr>
</tbody>
</table>

| **Financial Policy Unit Support** | |
| **Client** | Federal Emergency Management Agency |
| **Period of Performance** | August 2010 – June 2012 |
| **Description of Experience** | For FEMA, Jeremias led the project that supported the FEMA Office of the Chief Financial Officer (OCFO) Financial Policy Unit Director with financial management and travel policy and doctrine development to improve financial policy guidance for FEMA OCFO internal and external stakeholders. He assisted in the establishment of formalized policy processes, project management tools, and procedures for planning, development, retention, maintenance, and communications that support the three core workstreams for doctrine development: Financial Management Policy Manual (FMPM), Updated and Unified Travel Policy Manual, and Fully Functional Policy Website/Communications. Jeremias also managed all the organizational development, which included defining, establishing, and maintaining the Financial Policy Unit program management processes and tools that support the development of policy and led the development of a comprehensive set of FEMA FMPM doctrine and policies that follow the logical flow of financial transactions in the Federal government and the unification and updating of the FEMA Travel Policy Manual that follows the practices in the Federal government. He also coordinated the execution of a unified and consistent communications and stakeholder management process to distribute all policy communications related to financial and travel policies. |
Sherlonda Goode-Jones, SME

<table>
<thead>
<tr>
<th>Name</th>
<th>Sherlonda Goode-Jones</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Position</td>
<td>Subject Matter Expert, HUD</td>
</tr>
</tbody>
</table>
| Degree/Education      | • Project BA, General Management, Darden Graduate School of Business Administration, University of Virginia  
• International Business Studies, International University of Japan  
• BS, Finance and Marketing, University of Virginia |

**Background**

Sherlonda has more than 22 years of experience in housing, finance and banking. She is a recognized thought leader in operations consulting and her domains of expertise include operations strategy and transformation, transactions, and service operations. In her current role, Sherlonda leads teams that provide advisory services to the US Department of Housing and Urban Development, Ginnie Mae, Freddie Mac, and the Small Business Administration as well as other federal agencies involved in housing finance, financial stabilization, and credit operations. She has helped to transform the service operations of some of the largest Federal credit programs, while providing transaction services to billion-dollar portfolios for housing and small business loans. Sherlonda brings a proven track record of managing the seamless transition of mission-critical, highly complex services. Through her work supporting a wide array of government and commercial clients including SBA, HUD, Department of Transportation, Department of Treasury, Department of Homeland Security, and the National Credit Union Administration, she is well versed in the policy and regulatory environment surrounding government and housing-related agencies.

**Relevant Contract Experience**

**OCF0 Audit Remediation, AFR and IPERIA**

<table>
<thead>
<tr>
<th>Client</th>
<th>US Department of Housing and Urban Development</th>
</tr>
</thead>
<tbody>
<tr>
<td>Period of Performance</td>
<td>2011 – Present</td>
</tr>
</tbody>
</table>

**Description of Experience**

For the US Department of Housing and Urban Development (HUD), Sherlonda serves as the Quality Assurance Partner, providing oversight and expertise to the Guidehouse Team supporting HUD’s OFCO. She oversaw an innovative Robotics Initiative identifying 31 potential RPA/R candidates and deployed RPA/R projects at HUD. For example, Guidehouse used RPA and the open-source statistical computing programming language R, to create a multifunctional dashboard to assist HUD through an annual grant accrual validation process. The intelligent automation solution resulted in a 97% reduction in man-hours and reduced a process which previously took over six months to approximately four weeks.

**Field Compliance Review (FCR)**

<table>
<thead>
<tr>
<th>Client</th>
<th>Ginnie Mae</th>
</tr>
</thead>
<tbody>
<tr>
<td>Period of Performance</td>
<td>2015 – Present</td>
</tr>
</tbody>
</table>

**Description of Experience**

For Ginnie Mae, Sherlonda serves as the QA Partner for the Ginnie Mae Field Compliance Review (FCR) contract. Compliance reviews are designed to provide stakeholders with reasonable assurance that the collateral underlying Ginnie Mae MBS pools exists and conforms to requirements. She oversaw a team providing compliance reviews (more than 200) of issuers and document custodians in the MBS program and provided advisory services on default analysis/specialized reviews of Issuers.
<table>
<thead>
<tr>
<th>Name</th>
<th>Sherlonda Goode-Jones</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client</td>
<td>US Department of Housing and Urban Development</td>
</tr>
<tr>
<td>Period of Performance</td>
<td>2017 – 2019</td>
</tr>
</tbody>
</table>

**Description of Experience**

For the US Department of Housing and Urban Development (HUD), Sherlonda served as Engagement Partner. She provided oversight and advisory services for reviewing HUD systems and ensuring CSAM compliance and developed and executed an audit readiness plan.

**Securitized Transactions Financial Advisor (SFTA)**

<table>
<thead>
<tr>
<th>Client</th>
<th>Ginnie Mae</th>
</tr>
</thead>
<tbody>
<tr>
<td>Period of Performance</td>
<td>2015 – Present</td>
</tr>
</tbody>
</table>

**Description of Experience**

For Ginnie Mae, Sherlonda serves as Engagement Partner. She oversees program management of the Guidehouse team serving as Ginnie Mae’s Securitized Transactions Financial Advisor. She has provided deal management services and financial advisory services to their Capital Markets Group, overseen the issuance process for $7-9 billion/monthly of new multiclass REMIC securitizations guaranteed by Ginnie Mae, provided strategic advice and support around both existing and proposed Ginnie Mae guaranteed structure products.
Todd Hoffman, SME

<table>
<thead>
<tr>
<th>Name</th>
<th>Todd Hoffman</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Position</td>
<td>Subject Matter Expert, COVID-19/Federal Grants Management</td>
</tr>
<tr>
<td>Degree/Education</td>
<td>B.B.A., Accounting, Lamar University</td>
</tr>
</tbody>
</table>
| Certifications | - Green Belt, Villanova University  
| | - Master in Lean Six Sigma, Villanova University  
| | - Project Management Professional, Villanova University  
| | - Society of Professional Human Resources |

**Background**

Todd has more than 33 years of experience helping companies and governments develop innovative strategies to achieve improvements in performance. He will serve as the Subject Matter Expert, leveraging his deep experience in program, process, and financial auditing, and grants management. He has significant experience leading COVID-19 responses and is currently leading Guidehouse’s COVID-19 response engagements with Travis County, Harris County, and Tarrant County, Texas.

**Relevant Contract Experience**

**COVID-19 Grant Management Services**

<table>
<thead>
<tr>
<th>Client</th>
<th>Harris County Office of Management and Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Period of Performance</td>
<td>April 2020 – Present</td>
</tr>
</tbody>
</table>

**Description of Experience**

For the Harris County Office of Management and Budget, Todd is leading Guidehouse’s COVID-19 response engagement with Harris County to develop strategies to recover from the impact of COVID-19 and to capture costs/revenue losses to maximize available federal/state/other grant funding. The team will work to identify funding opportunities from grants allocated in H.R.748 (CARES Act) and other potential funding sources and provide guidance on the eligibility, requirements, and application process. Additionally, Guidehouse will provide guidance on the allocation of expenses to the appropriate grants that will maximize the reimbursement received by the County. Guidehouse will also establish and operationalize a PMO to assist County Executive Leadership for the purposes of recovery from COVID-19. Key activities of this workstream include preparing reports and documentation to meet grant requirements, reporting on progression of grants and funding sources, and coordinating between County departments and agencies when applying for grants.

**Hurricane Harvey Disaster Recovery Grants Management**

<table>
<thead>
<tr>
<th>Client</th>
<th>Harris County Office of Management and Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Period of Performance</td>
<td>July 2018 – Present</td>
</tr>
</tbody>
</table>

**Description of Experience**

For Harris County, Todd led a team in assisting with the strategy around disaster recovery and grants management pertaining to hurricane recovery. Guidehouse has provided guidance to several departments within the county including the Community Services Department, Engineering Department, Purchasing Office, Auditors Office, Sheriff’s Department, Fire Marshall’s Office, and the Parks Department. The strategic recovery advice involved the different disaster recovery funding sources available to the county including FEMA, HUD, and FHTWA emergency grants.

**COVID-19 Response Services**

| Client | Harris Health System |

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<table>
<thead>
<tr>
<th>Name</th>
<th>Todd Hoffman</th>
</tr>
</thead>
<tbody>
<tr>
<td>Period of Performance</td>
<td>March 2020 – Ongoing</td>
</tr>
</tbody>
</table>

**Description of Experience**

For Harris Health System, Todd is overseeing the team as they support the Harris Health System respond to the COVID-19 pandemic by providing project management and technical assistance support focused on managing documentation and maximizing grant funding. The team is currently providing program compliance by evaluating grant management risk areas, identifying priorities, implementing controls, and continually conducting compliance reviews, pre-audits, Office of Inspector General audit support, and “look back” audits, as requested.

**Hurricane Harvey Disaster Recovery Grants Management: Accounting Department Process Assessment**

<table>
<thead>
<tr>
<th>Client</th>
<th>Harris Health System</th>
</tr>
</thead>
<tbody>
<tr>
<td>Period of Performance</td>
<td>January 2019 – April 2019</td>
</tr>
</tbody>
</table>

**Description of Experience**

For Harris Health System, Todd oversaw the team assess the organization’s internal controls with respect to the accounting function that included the review of employee roles & responsibilities as well as each employee’s IT system access permissions. Todd provided technical oversight to the organization’s leadership in redesigning its organizational structure to ensure proper segregation of duties, establish appropriate reporting lines and authority structures, as well as gain operational efficiencies. Todd also worked closely with the leadership team and stakeholders to identify strengths and opportunities, including, but not limited to, process efficiency/effectiveness, the technological improvements, internal controls, and department structure.
Alex Shea, SME

<table>
<thead>
<tr>
<th>Name</th>
<th>Alex Shea</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Position</td>
<td>Subject Matter Expert, Integrity Monitoring</td>
</tr>
<tr>
<td>Degree/Education</td>
<td>B.S., Economic Crime Investigations, Utica College, Syracuse University</td>
</tr>
</tbody>
</table>
| Certifications | - Certified Fraud Examiner (CFE) 
|               | - Certified Forensic Interviewer 
|               | - Certified Anti-Money Laundering Specialist (CAMS) |

**Background**

Alex has experience assisting clients in forensic accounting and financial investigations, anti-money laundering, criminal tax, integrity monitoring and investigative due diligence matters. Prior to joining Guidehouse, Alex worked in the forensic accounting practice of a "Big Four" accounting firm and provided forensic accounting and financial investigation services in connection with illicit payments and embezzlement matters, including the investigation of a construction company that was faced with U.S. political corruption charges.

**Relevant Contract Experience**

**Integrity Monitoring**

<table>
<thead>
<tr>
<th>Client</th>
<th>Metropolitan Transportation Authority</th>
</tr>
</thead>
<tbody>
<tr>
<td>Period of Performance</td>
<td>January 2012 – April 2017</td>
</tr>
</tbody>
</table>

**Description of Experience**

For the Metropolitan Transportation Authority (MTA), Guidehouse was selected by the Chief Compliance Officer of the New York MTA to serve as the integrity monitor over the Second Avenue Subway project and the Fulton Street Transit Center project. Alex was a member of the team that was responsible for monitoring the eight prime contractors and numerous subcontractors on the project for labor compliance issues, fraudulent billing schemes, organized crime infiltration, and project safety.

**Superstorm Sandy Rapid Repairs Program**

<table>
<thead>
<tr>
<th>Client</th>
<th>New York City Department of Investigation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Period of Performance</td>
<td>November 2012 – June 2013</td>
</tr>
</tbody>
</table>

**Description of Experience**

For the New York City Department of Investigation, Alex supported the Guidehouse team as one of the integrity monitors for New York City’s FEMA-funded Rapid Repairs program, which provided emergency repairs to thousands of homes damaged by Superstorm Sandy. Alex was a part of the team in the field monitoring construction crews seven days a week during this intensive program to provide heat, electrical service, and hot water to New York City residences that lost those services as a result of the hurricane. The team monitored two prime contractors and numerous subcontractors to prevent and detect fraud, waste, and abuse; to ensure that performed repairs were within the program’s scope; to track quality and safety issues; to monitor labor compliance; and to audit contractor payment applications. Alex was a part of the team that identified improper contractor charges of more than $10 million of the construction contracts totaling over $140 million, and assisted the City in meeting the compliance requirements for all federal regulations so that it was fully reimbursed for the costs of the program by FEMA.
Marc Benson, SME

<table>
<thead>
<tr>
<th>Name</th>
<th>Marc Benson</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Position</td>
<td>Subject Matter Expert, Anti-Fraud</td>
</tr>
<tr>
<td>Degree/Education</td>
<td>BBA, Accounting, Baruch College</td>
</tr>
<tr>
<td>Certifications</td>
<td>Certified Public Accountant</td>
</tr>
</tbody>
</table>

**Background**

Marc has extensive experience providing AML investigations and reviews, forensic accounting, Independent Private Sector Inspector General (‘IPSIG’) compliance monitoring services, internal control fraud risk assessments, litigation support services and has conducted numerous internal and financial fraud investigations. Marc’s experience combines both the public and private sectors as he has conducted all aspects of financial fraud investigations for public, private, and not-for-profit organizations. Prior to joining Guidehouse, as a Deputy Inspector General for the New York City Department of Investigation, Marc conducted investigations covering over one dozen City Agencies involving a variety of financial crimes including money laundering, revenue reporting frauds, kickback schemes, vendor frauds and construction contractor frauds. Marc has conducted numerous investigations with District Attorneys and Federal Prosecutors resulting in criminal convictions and restitution to the City.

Prior to his Forensic experience, Marc performed all phases of independent financial statement audits of both private and publicly held companies for a “Big Four” accounting firm. His responsibilities included designing and executing work plans for key accounting processes, evaluating internal controls, and issuing recommendations to Audit committees and Senior Management.

**Relevant Contract Experience**

**COVID-19 Disaster Response Services**

<table>
<thead>
<tr>
<th>Client</th>
<th>City of Albuquerque, New Mexico</th>
</tr>
</thead>
<tbody>
<tr>
<td>Period of Performance</td>
<td>April 2020 – June 2020</td>
</tr>
</tbody>
</table>

**Description of Experience**

For the City of Albuquerque, Marc served as the co-project manager where Guidehouse provided a rapid assessment of Albuquerque’s COVID-19 recovery efforts to date, evaluated their strategy and approach for identifying expenditures, assess gaps and needs in their internal controls environment to ensure compliance with FEMA and other state, local and federal cost recovery and aid requirements, and provided recommendations and guidance on the processes, organization, and project management associated with the recovery.

**Integrity Monitor: Superstorm Sandy LIRR Long Beach and NYCT Clifton Stop**

<table>
<thead>
<tr>
<th>Client</th>
<th>Metropolitan Transportation Authority</th>
</tr>
</thead>
<tbody>
<tr>
<td>Period of Performance</td>
<td>July 2018 – Present</td>
</tr>
</tbody>
</table>

**Description of Experience**

For the Metropolitan Transportation Authority, Marc was one of the project managers when Guidehouse (previously Navigant) served as the integrity monitor for the review of project management of the Long Island Railroad Long Beach Stations and the New York City Transit’s Staten Island Clifton Stop Restoration design and construction project. Specifically, Guidehouse was engaged to conduct a review of existing procedures and processes governing this project, recommending and assisting in implementing procedures to mitigate risks identified in its initial review, reviewing associated payments and supporting documentation to third party vendors, performing investigative due diligence on subcontractors, and the prime contractors compliance with DBE compliance requirements.
3.7 Experience of Bidder on Similar Contracts

The State of New Jersey will benefit from Guidehouse’s deep experience providing similar services to a wide variety of clients. Our methods and approaches have been honed through each of our engagements, providing us with a range of expertise that spans process audit, financial audit and grants management; and integrity monitoring. Additionally, we have also built an impressive toolbelt of COVID-19 support as a result of the many clients we have supported within the past seven months.

COVID-19 Experience

Guidehouse is engaged and already on the front-line of the COVID-19 crisis in areas across the country, and, throughout the pandemic, we have differentiated ourselves as leaders in disaster response and recovery. Our teams are deployed and are actively supporting several government agencies, including the State of South Carolina, the State of Vermont, and the Massachusetts Emergency Management Agency (MEMA). The scopes of work across these projects are similar to the activities the State of New Jersey plans to undertake. For example, for the State of South Carolina, Guidehouse is currently developing processes and technological tools to support the State’s end-to-end grants management function. In addition, Guidehouse is also assisting the State’s Integrity Monitoring efforts by instituting compliance and audit-readiness practices. In the State of Vermont, Guidehouse is providing grant design assistance, which involves ensuring programs are aligned with Federal guidelines, and is also supporting the State in the reconciliation of allocated Coronavirus Relief Funds with actual incurred expenses. For MEMA, Guidehouse developed a user-friendly platform to upload, organize, and centrally store audit-ready documents and is also providing technical assistance with tracking and submitting COVID-19 costs.

This firsthand experience and knowledge of other states’ approaches to COVID-19 response and recovery will bring a huge benefit to the State of New Jersey. Throughout these engagements, we have formalized knowledge sharing through our COVID-19 Center of Excellence, enabling the team staffed on this project to leverage state-to-state knowledge sharing in real-time to aid and enrich the State’s response and recovery process.

In addition to experience with State governments, Guidehouse is also providing numerous local governments and non-profit institutions with COVID-19 funding support, generating additional experience with which to tackle the State of New Jersey’s COVID-19 needs.

Case in Point: Oakland County – COVID-19 Response

Guidehouse was contracted by Oakland in Michigan to support their COVID-19 disaster response. Guidehouse is engaged to provide project management, technical assistance, and tracking and reporting support for COVID-19 cost reimbursement. The Guidehouse team is strategically working with each County to maximize federal, state, and other COVID-19 reimbursements. The team is advising on program development for the following programs: small business, direct assistance, counties/towns/villages, non-profits, among others. The team is also reviewing eligible expenses for the reimbursement programs and advising on documentation required to approve expenses. The team is also helping to account for Oakland’s own COVID-19 expenses and the federal reporting required.

Our COVID-19 Experience

- Massachusetts Emergency Management Agency
- Texas Office of Management and Budget
- State of Oklahoma
- State of South Carolina
- State of Vermont
- Cook County, Illinois
- DuPage County, Illinois
- Harris County, Texas
- Oakland County, Michigan
- Wayne County, Michigan
- Tarrant County, Texas
- Travis County, Texas
- City of Albuquerque, New Mexico
- City of Dayton, Ohio
- City of Detroit, Michigan
- City of Santa Monica, California
Federal Disaster Relief Fund Experience

COVID-19 is a relatively new disaster, but Guidehouse has been providing support to government agencies tasked with administering Federal disaster relief funds for years. We have long-standing partnerships with Federal, State, and local agencies who see us as a trusted partner with an unprecedented breadth of experience. For example, we have been supporting the Governor’s Office of Storm Recovery (GOSR) since its nascent stages with everything from policy and procedure development to compliance monitoring and closeout support. Specifically, our workstream with GOSR’s Housing Construction QA/QC program focused on conducting QA/QC of construction vendor compliance in addition to developing training materials for GOSR staff prior to transferring QA/QC efforts in-house. For the City of Joplin, Missouri, Guidehouse assisted the City with Integrity Monitoring efforts by developing a risk-based compliance and monitoring plan that determines the frequency and requirements of monitoring visits. Additionally, for the Harris County, Texas Office of Management and Budget, we provided program design services, ongoing financial management, and procedural redesign for the County’s grant administration for various types of funds, including those from the U.S. Federal Emergency Management Agency (FEMA) and U.S. Housing and Urban Development (HUD), provided in the aftermath of Hurricane Harvey.

Program and Process Management Auditing

Guidehouse has a plethora of experience providing support on projects that seek to evaluate the degree to which programs and processes are designed to comply with applicable regulations and guidelines. Our experience in this area spans government agencies and issue areas, but we have developed specific expertise in providing support such as this in disaster recovery situations. For the City of Albuquerque, New Mexico, Guidehouse performed an initial program assessment to determine whether the City’s current and anticipated COVID-19 response efforts were designed to properly allocate, track, and report expenses. The assessment focused on identifying compliance gaps, determining whether the City’s approach was designed to maximize funds, and providing recommendations on successfully managing recovery efforts. For the New York State Office of Children and Family Services, which was tasked with distributing $235M in Social Services Block Grant (SSBG) funds, Guidehouse developed project controls for compliant processing of contracts and claims, provided quality assurance reviews of contracts and claims and also developed risk mitigation strategies for the complete program lifecycle.

Financial Audit/Grants Management

Having assisted numerous clients with engagements focused on auditing their financial and grant management functions, we are well-positioned to support the State of New Jersey in evaluating its performance throughout the grant management lifecycle. For the New York City
Office of Management and Budget, Guidehouse developed an internal audit program to conduct internal audits of Federal disaster recovery grant funds. We developed a risk assessment to prioritize internal audit efforts and also developed detailed test procedures tailored to each audit. Additionally, for the New York State Governor’s Office of Storm Recovery, Guidehouse carried out an audit of the Agency’s performance in achieving its required 35% Low and Moderate (LMI) Income fund disbursement target. Activities of the audit included evaluating historical, current and projected plans to achieve the target, identification of gaps and operational improvements to increase the Office’s ability to achieve the target, and evaluation of data sources contributing to the projections to assess performance and regulatory compliance.

Integrity Monitoring/Anti-Fraud

Guidehouse has a plethora of experience serving as the Integrity Monitor for clients in need of support with anti-fraud monitoring and implementation. Our previous Integrity Monitoring work has focused on anti-bribery and corruption compliance review and design, internal controls review assessment and testing, forensic accounting, and investigative due diligence. In fact, Guidehouse already has experience providing Integrity Monitoring Services for the State of New Jersey Department of the Treasury. During this engagement, Guidehouse assisted the State in monitoring major components of the HUD-funded Superstorm Sandy Disaster Recovery Program, which included monitoring contractor-subcontractor relationships to detect fraud, waste, and abuse as well as auditing contractor and homeowner applications. For the New York City Department of Investigation, Guidehouse served as the Integrity Monitor for the City’s FEMA-funded Rapid Repairs Program. This engagement involved monitoring construction crews to prevent and detect fraud, waste, and abuse, leading to the identification of more than $10 million in improper charges. Additionally, for the Port Authority of New York & New Jersey, Guidehouse served as the Integrity Monitor of a vendor performing work on $45 million worth of contracts at the World Trade Center site. During this engagement, Guidehouse designed and monitored the implementation of a corruption prevention program, conducted investigations and forensic audits of financial documentation to ensure compliance with the Monitoring Agreement, and established a 24-hour “Hot-Line” to report suspected illegal conduct.

The table below lists our work on similar projects. Detailed descriptions of each project and client references who can vouch for our experience providing the kind of support the State of New Jersey is current in need of, is provided in Section 3.8 – Detailed Qualifications.

<table>
<thead>
<tr>
<th>Client/Project Title</th>
<th>CARES Act/COVID-19 Funds</th>
<th>Federal Disaster Relief Funds</th>
<th>Program/Process Auditing</th>
<th>Financial Auditing/Grant Management</th>
<th>Integrity Monitoring/Anti-Fraud</th>
</tr>
</thead>
<tbody>
<tr>
<td>Harris County Office of Management and Budget – Hurricane Harvey Disaster Recovery Grants Management</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>New York Governor’s Office of Storm Recovery – Construction Program Quality Assurance Quality Control</td>
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<tr>
<td>Client/Project Title</td>
<td>CARES Act/CARES-19 Funds</td>
<td>Federal Disaster Relief Funds</td>
<td>Program/Process Auditing</td>
<td>Financial Auditing/Grant Management</td>
<td>Integrity Monitoring/Grant Audit</td>
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<tr>
<td>New York Governor's Office of Storm Recovery – Low and Moderate Income (LMI) Audit</td>
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<td>★</td>
<td>★</td>
<td>★</td>
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<td>Harris Health System – Hurricane Harvey Disaster Recovery Grant Management: Accounting Department Process Assessment</td>
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<td>Wayne County, Michigan – COVID-19 Cost Recovery Services</td>
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<tr>
<td>Massachusetts State Emergency Management Agency – Disaster Cost Recovery Services for COVID-19</td>
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<td>Harris County Office of Management and Budget – COVID-19 Grant Management Services</td>
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<tr>
<td>Harris Health System – COVID-19 Response Services</td>
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<tr>
<td>State of South Carolina – COVID-19 Grant Management Services</td>
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<tr>
<td>State of Vermont – COVID-19 Response Services</td>
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<tr>
<td>City of Albuquerque, New Mexico – COVID-19 Disaster Response Services</td>
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<tr>
<td>City of Detroit, Michigan – Disaster Cost Recovery Services for COVID-19</td>
<td>★</td>
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<td>Cook County Department of Emergency Management and Regional Security – COVID-19 Response Services</td>
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<td>New York State Office of Children and Family Services – Social Services Block Grant for Superstorm Sandy Recovery</td>
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<td>New York City Office of Management and Budget – Internal Audit for Disaster Recovery Programs</td>
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<td>New York City Department of Investigation – Superstorm Sandy Rapid Repairs Program</td>
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<td>★</td>
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<td>Port Authority of New York &amp; New Jersey, Inspector General’s Office – Integrity Monitor: Port Morris Tile &amp; Marble Corp. and Tutor Perini Corp.</td>
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<td>New York City Special Commissioner of Investigation – School Bus Companies</td>
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<td>Metropolitan Transportation Authority – Integrity Monitoring Services</td>
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<td>State of New Jersey Department of Treasury – Integrity Monitoring</td>
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<tr>
<td>Metropolitan Transportation Authority – Integrity Monitor: Superstorm Sandy LIRR, Long Beach and NYCT Clifton Stop</td>
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3.8 Detailed Qualifications

Harris County Office of Management and Budget – Hurricane Harvey Disaster Recovery Grant Management

<table>
<thead>
<tr>
<th>Contract Title</th>
<th>Hurricane Harvey Disaster Recovery Grants Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client Name</td>
<td>Harris County Office of Management and Budget</td>
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<tr>
<td>Contract Value</td>
<td>$26M</td>
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<tr>
<td>Contract Start/End Date</td>
<td>December 2016 – Present</td>
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<tr>
<td>Client Reference 1</td>
<td>Director, Risk Management</td>
</tr>
<tr>
<td>Client Reference 2</td>
<td>Senior Director, Human Resources and Risk Management</td>
</tr>
</tbody>
</table>

Description of Services

For Harris County, Guidehouse was contracted to provide grant management support for the over $1 billion in federal funding that the County received to implement recovery programs focused on housing, infrastructure, and damage to facilities. The team leveraged specific experience with grant program administration for various Federal grants to support Harris County from project and applicant eligibility review through closeout.

The team performed a wide range of tasks. It facilitated the creation and maintenance of scheduling tools to support operational and strategic management of individual programs using Federal dollars which were then used by front-line as well as County leadership staff to plan for and communicate with stakeholders about various program delivery models. The team also provided technical assistance and communications support as part of coordination with multiple vendors and subcontractors about specific programs’ implementation needs. Another task was to create data management tools and written materials (e.g., templates, policy guidance) for use by County staff in conjunction with stakeholder management. The team also managed the County’s engagement financials and project-specific metrics in order to develop or update program scheduling and compliance assessment documents, on behalf of operational support across the entire recovery portfolio. Using best practices for oversight of development projects, the team worked closely with the County to track construction project schedules, scopes, and budgets against regulatory compliance requirements and previously established program goals as set forth in the County’s Supplemental Action Plan. Finally, the team developed a monitoring & compliance plan for the county’s disaster recovery efforts across four federal grant streams: Federal Emergency Management Agency (FEMA) Public Assistance (PA); FEMA Hazard Mitigation Grant Program (HMGIP); Department of Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR); and the Federal Highway Administration (FHWA) Emergency Relief (ER) Program.
New York Governor’s Office of Storm Recovery – Construction Program Quality Assurance/Quality Control

<table>
<thead>
<tr>
<th>Contract Title</th>
<th>Construction Program Quality Assurance/Quality Control</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client Name</td>
<td>New York Governor’s Office of Storm Recovery</td>
</tr>
<tr>
<td>Contract Value</td>
<td>$5.2M+ (note: task order value for this component of work)</td>
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<tr>
<td>Contract Start/End Date</td>
<td>July 2016 – April 2020</td>
</tr>
<tr>
<td>Client Reference 1</td>
<td>Acting General Counsel &amp; Chief External Affairs Officer</td>
</tr>
<tr>
<td>Client Reference 2</td>
<td>Closeout Team Manager, Housing Operations</td>
</tr>
</tbody>
</table>

Description of Services

The Governor’s Office of Storm Recovery’s (GOSR) Housing Program engaged Guidehouse to support closeout readiness. The Housing Program needed a framework to ensure that Environmental and Construction work orders are compliant and complete per Program guidelines, and that those still active are progressing in a timely manner. Documentation and closeout requirements for work orders had not been consistently outlined and formalized, and there were no consistent processes for quality checking work order packages. In addition, the Program wanted processes to determine if work orders were managed in an efficient way while minimizing costs and prioritizing critical tasks. Therefore, the Program needed to define closeout requirements for each work order type, to review the existing work order population and identify opportunities for improvement, and to implement formalized processes. The Program also needed tools, trackers, and policies to implement the updated processes as well as detailed training to prepare the QC team to perform the QC process, which when complete, will ensure close out readiness.

This was a multi-phase, multi-year project that progressed the Program towards closeout readiness. Guidehouse started by conducting interviews and field monitoring which led to immediate recommendations to reduce costs and increase operating efficiency. Guidehouse made additional recommendations to adjust staff organization to increase productivity. Once these governance changes were implemented, the team assessed compliance with Construction Program procedures and document requirements and conducted detailed reviews of the work order population. During this process, the team worked with the Program to define and refine record retention and close out requirements, and to develop a work order verification methodology for the QC Team to assess the closeout readiness of documentation. Finally, Guidehouse developed a process for the internal GOSR QC Team to review the work orders, which included reporting structure, job tools, trackers, and resolution procedures for findings resulting from the review.

The deliverables from each portion of the project were so well-received by engagement stakeholders that Guidehouse was invited to provide additional support. In the first phase, Guidehouse delivered a final report to the GOSR Executive team that detailed 15 observations, potential risks, and recommendations. In the second phase, the Guidehouse team delivered monthly verification reports, which outlined findings and recommendations. Guidehouse developed an approach for the GOSR Housing QC Team to continue the reviews of both Environmental and Construction work orders, using the verification methodology. And in the third phase, to facilitate this approach, Guidehouse built 8 job tools, 5 Trackers, and established...
<table>
<thead>
<tr>
<th>Contract Title</th>
<th>Construction Program Quality Assurance/Quality Control</th>
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<tbody>
<tr>
<td>resolution procedures. In addition, Guidehouse conducted training for 15+ agency staff on implementing the methodology. The client is using this approach — including the methodology, tools, trackers — to review all work order packages and confirm that they are ready for closeout and/or a federal audit.</td>
<td></td>
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</table>
New York Governor’s Office of Storm Recovery – Low and Moderate Income (LMI) Audit

<table>
<thead>
<tr>
<th>Contract Title</th>
<th>Low and Moderate Income (LMI) Audit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client Name</td>
<td>New York Governor’s Office of Storm Recovery</td>
</tr>
<tr>
<td>Contract Value</td>
<td>$89K (note: task order value)</td>
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<td>Contract Start/End Date</td>
<td>June 2019 – August 2019</td>
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<tr>
<td>Client Reference 1</td>
<td>Director, Internal Audit</td>
</tr>
<tr>
<td>Client Reference 2</td>
<td>Acting General Counsel &amp; Chief External Affairs Officer</td>
</tr>
</tbody>
</table>

Description of Services

For the Governor’s Office of Storm Recovery (GOSR), Guidehouse supported the Internal Audit Department in its assessment of GOSR’s ability to meet the required 35% low- and moderate-income (LMI) criteria set by the Department of Housing and Urban Development (HUD). As part of the audit, Guidehouse evaluated GOSR’s historical, current, and projected plans to achieve agency wide LMI targets. Guidehouse engaged with stakeholders from across the agency and reviewed the quality of budget projections to identify current gaps and operational improvements to better prepare GOSR to achieve HUD’s mandated LMI requirements. The team also collaborated with the Director of Internal Audit to determine whether the agency is administering or has administered CDBG-DR activities in accordance with applicable Federal, State, and local requirements. In addition, the team evaluated the data sources contributing to the internal LMI projections and conducted a review of samples from the agency’s largest programs to evaluate the state of regulatory compliance.

As a final deliverable, Guidehouse produced an audit report which was presented to GOSR’s leadership team, including the Directors of each Program area. Guidehouse identified operational improvements to reduce the risk of GOSR failing to achieve LMI requirements and identified potential risks that may require further attention of the Internal Audit Program.
City of Joplin, Missouri – EF5 Tornado Recovery Grant Management

<table>
<thead>
<tr>
<th>Contract Title</th>
<th>EF5 Tornado Recovery Grant Management</th>
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<tbody>
<tr>
<td>Client Name</td>
<td>City of Joplin, Missouri</td>
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<td>Contract Start/End Date</td>
<td>April 2017 – Present</td>
</tr>
<tr>
<td>Client Reference 1</td>
<td>Director of Planning, Development &amp; Neighborhood Service</td>
</tr>
<tr>
<td>Client Reference 2</td>
<td>Assistant Director, Planning Development and Neighborhood Services</td>
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</tbody>
</table>

Description of Services

Guidehouse is currently retained as the project administrator and project manager for the City of Joplin’s Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR) funds received following the EF-5 strength tornado which devastated the City on May 21, 2011. Guidehouse is providing grant management and program management support on the City’s infrastructure and economic development projects. Our team has worked with the City and their contractors to develop project management/documentation requirements, ensuring all requirements comply with local, State, and Federal regulations. The team has also assisted in the creation of documents and process controls to exhibit responsibilities over the use of CDBG-DR funds to meet HUD’s National Objectives. Guidehouse supported the City of Joplin with review of financial documentation, including pay applications and changes orders, and also assessed contractor eligibility for HUD payments. In addition to document review, the team also manages disbursements for the clients, compiling documentation necessary for drawdowns and requesting funds from HUD. More recently, Guidehouse has assisted with grant closeout activities, including compiling closeout checklists and developing closeout processes, designing systems for retaining records and reviewing supporting documentation to prepare for potential audits.
Guidehouse was engaged by Harris Health System, Harris County, TX’s public health system, to conduct a business process assessment for four key functions in the Accounting Department. These functions included Financial Accounting, Grant Accounting, Fixed Asset Accounting, and Treasury and Cash Management. The Guidehouse team worked with Harris Health leadership and stakeholders to develop current state process assessment for each key function from beginning to end. The Guidehouse team identified areas of opportunity within each process which aided in the development of a future state design and recommendations. For the Grant Accounting workstream, our team assessed all aspects of the process from grant research and application, administration, contracting, funding, expenditures, performance and compliance monitoring, reporting, and finally grant contract closeout. Additionally, the Guidehouse team reviewed the relevant grant accounting policies and procedures and provided recommendations to strengthen existing policies and identify new policies and procedures needed.
Wayne County, Michigan – Disaster Cost Recovery Services for COVID-19

<table>
<thead>
<tr>
<th>Contract Title</th>
<th>Disaster Cost Recovery Services for COVID-19</th>
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</thead>
<tbody>
<tr>
<td>Client Name</td>
<td>Wayne County, Michigan</td>
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<td>July 2020 – Present</td>
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<tr>
<td>Client Reference 1</td>
<td>[Redacted]  Chief Financial Officer, Management &amp; Budget</td>
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<tr>
<td>Client Reference 2</td>
<td>[Redacted] Wayne County Economic Development</td>
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</table>

**Description of Services**

Guidehouse is currently providing grant management services for the Wayne County in their multi-pronged response to the COVID-19 emergency. As part of the engagement, Guidehouse is overseeing the financial management of COVID-19 spending, which includes tracking the encumbered and actual expenses that the County was disbursing during COVID-19, assigning eligibility to CRF, FEMA, or CDBG. Guidehouse also collected POs, invoices, and contracts in preparation of the reporting requirements with respect to FEMA and CRF and liaised with FEMA representatives to ensure expenditures were correctly appropriated. In terms of financial planning, Guidehouse developed spending plans across several stakeholder departments in the County, including Human Health and Veteran Services, IT, Sheriff’s Office, and Economic Development. Guidehouse also provided monitoring and compliance support in the deployment of a $50 million grant for small businesses, ensuring a timely disbursement of funds that complied with applicable regulations. Guidehouse also provided a mapping tool that identified businesses that applied to the grants, setting the stage for continued data development regarding the business ecosystem throughout the County.
Massachusetts State Emergency Management Agency – COVID-19 Response Services

<table>
<thead>
<tr>
<th>Contract Title</th>
<th>COVID-19 Response Services</th>
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</thead>
<tbody>
<tr>
<td>Client Name</td>
<td>Massachusetts State Emergency Management Agency</td>
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<tr>
<td></td>
<td>Assistant Director, Mitigation and Recovery</td>
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<tr>
<td>Client Reference 2</td>
<td>[Redacted]</td>
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<tr>
<td></td>
<td>Recovery Program Coordinator</td>
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</table>

**Description of Services**

On behalf of the Massachusetts Emergency Management Agency (MEMA), Guidehouse designed and stood up a reimbursement and documentation unit to provide technical assistance to over 70 FEMA Public Assistance applicants in Massachusetts. The Guidehouse team developed detailed guidance and instructions for Massachusetts state agencies, cities, towns, hospitals, and private non-profits in assembling their FEMA public assistance application for COVID-19 eligible expenses. Specifically, the team developed a FEMA project application strategy for each applicant, outlined FEMA documentation requirements, collected applicant documentation utilizing an online document management tool, reviewed all applicant documentation including contracts, invoices, and other FEMA PA required documents for completeness and compliance with FEMA regulations, returned documentation to applicants with comments for revision if necessary, packaged all approved applicant documentation into FEMA project worksheets (PWs), uploaded project information and documentation into the FEMA Grants Portal system on the applicants’ behalf, and facilitated responses to requests for information from FEMA and the State. As part of this work, the project team developed a reporting dashboard for visibility into applicant costs at an applicant, project, and group level (i.e. state agencies, cities, hospitals) to provide state leadership visibility into COVID-19 expenses, potential FEMA reimbursement, and actual obligated costs following review by FEMA. This dashboard within the team’s secure online tool tracks both project and applicant progress as well as costs incurred from data entered by the project team as well as data pulls from the Grants Portal for accuracy.
Harris County Office of Management and Budget – COVID-19 Grant Management Services

<table>
<thead>
<tr>
<th>Contract Title</th>
<th>COVID-19 Grant Management Services</th>
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<tbody>
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<td>Harris County Office of Management and Budget</td>
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<td>Client Reference 1</td>
<td>County Purchasing Agent, Office of the Purchasing Agent</td>
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<td>Client Reference 2</td>
<td>Senior Director, Human Resources and Risk Management</td>
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Description of Services

Guidehouse is engaged by the Harris County Office of Management and Budget to provide strategy and technical assistance, program management, and additional services as needed in response to COVID-19. Guidehouse is supporting Harris County in developing strategies to recover from the impact of COVID-19 and capturing costs/revenue losses to maximize available federal/state/other grant funding. The team is working to identify funding opportunities from grants allocated in H.R. 748 (CARES Act) and other potential funding sources available to Harris County, and providing guidance on the eligibility, requirements, and application process. Additionally, Guidehouse provides guidance on the allocation of expenses to the appropriate grants that will maximize the reimbursement received by the County.

Guidehouse established a PMO to assist County Executive Leadership for the purposes of recovery from COVID-19. Key activities of this workstream include preparing reports and documentation to meet grant requirements, reporting on progression of grants and funding sources, and coordinating between County departments and agencies when applying for grants and other sources to ensure funding is most effectively distributed to County departments and agencies. In addition, Guidehouse provides integrity monitoring to programs that are funded by Coronavirus Relief Fund (CRF) such as the Rental Assistance Program, Direct Assistance, and Small Business Relief Fund. This includes implementation of compliance systems, prevention of fraud, and investigation of fraud. Lastly, Guidehouse will deliver a recovery dashboard at the request of the County.
Harris Health System – COVID-19 Response Services

<table>
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<th>Contract Title</th>
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<td>Client Reference 1</td>
<td>Sr. Vice President – Finance</td>
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<td>Client Reference 2</td>
<td>Vice President – Controller</td>
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Description of Services

Harris Health System engaged Guidehouse during the COVID-19 pandemic to provide project management and technical assistance focused on managing documentation and maximizing grant funding. Guidehouse is supporting operations to ensure policies, procedures and protocols are in place for current expenditures. The team has created written material (policy guidance and process flows) for use by hospital staff to ensure compliance with grant funding. Under the project management and technical assistance workstream, Guidehouse is providing assistance in regulatory compliance, documentation analysis, procurement support and analysis, appeals support, and coordination support between Harris Health System and relevant federal/state agencies. The Guidehouse team is also assisting with status reporting, project payment application/invoice reviews and reporting, and program closeout. Guidehouse is supporting Harris Health System in determining and maximizing grant and other available funding. Additionally, Guidehouse is supporting program compliance. Tasks under this workstream include evaluating grant management risk areas, identifying priorities, implementing controls, and continually conducting compliance reviews of all COVID-19 related projects. This includes compliance pre-audits, Office of Inspector General audit support, and “look back” audits, as requested.
State of South Carolina – COVID-19 Grant Management Services

<table>
<thead>
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<th>Contract Title</th>
<th>COVID-19 Grant Management Services</th>
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<tbody>
<tr>
<td>Client Name</td>
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<td>Director, Executive Budget Office</td>
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<th>Client Reference 2</th>
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<tbody>
<tr>
<td>Executive Director, Department of Administration</td>
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</table>

Description of Services

Guidehouse is currently engaged by the State of South Carolina’s Department of Administration to support its COVID-19 response and recovery efforts. To maximize the State’s allocation of CARES Act funding, Guidehouse identified funding and eligibility requirements and developed strategies for the State’s response using a current state assessment and prioritization evaluation based on funding. Our team then established processes, policies, and procedures for the end-to-end grants management process that then became business requirements for a tech-enabled grants management platform that will lead to countless efficiencies for years to come. We configured, deployed, socialized, and continue to iterate on a Salesforce solution to enable these processes. This system has facilitated the tracking, management, monitoring, and reporting of expenditures and disbursements.

Guidehouse is concurrently supporting the State with grant administration, including instituting compliance and audit-readiness practices. We have staffed a large team that is actively reviewing thousands of reimbursement requests and monitoring for risk (including fraud), accuracy, and fidelity to the State’s interpretation of requirements for disbursement of CARES Act funds. Our team is assessing eligibility of expenses, answering questions about eligibility and requirements, and confirming duplication-of-benefits issues between CARES Act and FEMA PA funding for hundreds of millions of dollars of funds. We are also monitoring the grant management process alongside the Department of Administration, helping to determine allocations among subrecipients, ensuring auditability of processes, and supporting coordination between the Department of Administration and other arms of the South Carolina state government.
### State of Vermont – COVID-19 Response Services

<table>
<thead>
<tr>
<th>Contract Title</th>
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<td><strong>Client Name</strong></td>
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<tr>
<td></td>
<td>Deputy Secretary of Administration</td>
</tr>
<tr>
<td><strong>Client Reference 2</strong></td>
<td>Additional Reference Available Upon Request</td>
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</table>

#### Description of Services

Guidehouse is currently supporting the State of Vermont (SoV) with its COVID-19 disaster response. The team is helping to align the State’s use of Coronavirus Relief Funds (CRF) with U.S. Department of Treasury (Treasury) guidelines. This approach helps SoV maximize available funding distributed through the CARES Act. Guidehouse is providing expertise and guidance on the processes, organization, and project management associated with COVID-19 response and recovery. As part of this work, the team reviewed seven SoV Signed Acts to ensure that the State’s legislation and 84+ CRF appropriations for grant programs and operational expenses are aligned with Treasury guidelines. The team helped identify any potential red flags associated with the use of CRF and provided remediation plans to maximize SoV’s eligible use of funds.

Guidehouse is also providing grant management and design assistance to State agencies and departments to ensure that SoV’s grant programs are aligned with Treasury guidance and are well-positioned to meet the urgent needs arising due to the public health emergency. This support is being offered to 40+ grant programs and is helping State agencies and departments maximize the eligible uses of CRF. Through detailed tracking and monitoring of these grant programs, Guidehouse has helped keep Vermont organized in distributing CRF across the State. The team is also supporting SoV in its documentation of CRF grants and in the reconciliation of allocated CRF with actual incurred expenses. The team is providing guidance on required documentation for CRF grantees that are subject to Single Audit. Guidehouse is also assisting SoV in designing, launching, and managing a CRF transparency website.
City of Albuquerque, New Mexico – COVID-19 Disaster Response Services

<table>
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<th>Contract Title</th>
<th>COVID-19 Disaster Response Services</th>
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<td>Client Name</td>
<td>City of Albuquerque, New Mexico</td>
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<tr>
<td>Contract Value</td>
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<td></td>
<td>Director, Finance</td>
</tr>
<tr>
<td>Client Reference 2</td>
<td>Additional Reference Available Upon Request</td>
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</tbody>
</table>

**Description of Services**

Guidehouse was engaged to perform an Initial Program Assessment ("Assessment") of the City of Albuquerque’s ("City") immediate COVID-19 needs and recovery efforts to date. The Assessment sought to determine whether the City’s current and anticipated COVID-19 response efforts were reasonably designed to ensure that the City is properly allocating, tracking, and reporting expenses incurred and revenue lost to prepare claims for reimbursement through the various Federal and State disaster funding and grant programs. Guidehouse’s Assessment of the City’s readiness to respond to the COVID-19 crisis primarily focused on the following key activities: performing a rapid assessment of recovery efforts to date; evaluating the City’s strategy and approach for identifying and classifying expenditures; identifying compliance gaps relating to CARES Act and other requirements; determining whether the City had an approach to help maximize available funds; and providing advice and guidance on the processes, organization, and project management associated with the recovery efforts. The team also supported the design of strategic recommendations to help the City prepare to transition from response to recovery. Guidehouse continued its strategic support by reviewing available federal funds for applicability to the City, advising on current Coronavirus Relief Fund (CRF) guidelines, and assessing eligibility of specific activities.
City of Detroit, Michigan – Disaster Cost Recovery Services for COVID-19

<table>
<thead>
<tr>
<th>Contract Title</th>
<th>Disaster Cost Recovery Services for COVID-19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client Name</td>
<td>City of Detroit, Michigan</td>
</tr>
<tr>
<td>Contract Value</td>
<td>$1.2M</td>
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<tr>
<td>Contract Start/End Date</td>
<td>April 2020 – Present</td>
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<tr>
<td>Client Reference 1</td>
<td>[Blacked Out] Deputy Chief Financial Officer</td>
</tr>
<tr>
<td>Client Reference 2</td>
<td>[Blacked Out] Chief Financial Officer</td>
</tr>
</tbody>
</table>

Description of Services
Guidehouse was contracted by the City of Detroit to support its COVID-19 disaster cost recovery. This project supports the City of Detroit by strategically positioning one of the hardest hit cities in the United States to be able to maximize Federal, State, and other COVID-19 reimbursements. Guidehouse provides project management, technical assistance, and tracking and reporting support in order to submit appropriate applications and supporting documents that meet requirements for reimbursements from federal and state entities. The Guidehouse team worked with the City agencies’ CFOs to develop a financial model that identified COVID-19 related costs across more than 20 departments. This data is supporting grant applications and the City’s forecast model that is being used to make strategic decisions regarding fund allocation. The Guidehouse team is currently working with the City of Detroit to develop a financial model that captures all the City’s current COVID-19 related spending and a financial model that will accurately forecast all future COVID-19 costs that the City will incur through the end of 2020 and into early 2021. Guidehouse is also leading the coordination and submission of the documentation required for reimbursement to FEMA and various CARES Act programs as well as future stimulus bills as they arise. As a part of these efforts, the Guidehouse team is diligently working to provide the City with an audit ready robust process and documentation system for all COVID related expenses. The ongoing financial management and grants management of the various COVID programs across the City provide a strong foundation for the City to undertake any future audits, questions, inquiries, or changes to eligibility requirements/documentation.
Cook County Department of Emergency Management and Regional Security – COVID-19 Response Services

<table>
<thead>
<tr>
<th>Contract Title</th>
<th>COVID-19 Response Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client Name</td>
<td>Cook County Department of Emergency Management and Regional Security</td>
</tr>
<tr>
<td>Contract Value</td>
<td>$2.2M</td>
</tr>
<tr>
<td>Contract Start/End Date</td>
<td>April 2020 – Present</td>
</tr>
<tr>
<td>Client Reference 1</td>
<td>[Redacted]</td>
</tr>
<tr>
<td></td>
<td>Deputy Chief Financial Officer</td>
</tr>
<tr>
<td>Client Reference 2</td>
<td>[Redacted]</td>
</tr>
<tr>
<td></td>
<td>Deputy Director of Finance</td>
</tr>
</tbody>
</table>

Description of Services
Guidehouse is currently engaged by Cook County’s Department of Emergency Management and Regional Security (EMRS) to provide management support for tracking the County’s costs related to the COVID-19 response. Guidehouse has executed various tasks to assist the County in recouping expenses that are eligible for Federal disaster funding. These tasks include the development of a cost tracking software platform, the gathering of supporting documentation, analysis of the County’s emergency procurement guidelines, and coordination support for the County’s interaction with relevant Federal/State agencies. Additionally, Guidehouse has provided trainings, templates, and feedback on individual cost tracking activities within departments across the County. Guidehouse is also providing ongoing training on FEMA guidelines for the various municipalities and taxing districts within Cook County that are submitting separate applications for Public Assistance.
**New York State Office of Children and Family Services – Social Services Block Grant for Superstorm Sandy Recovery**

<table>
<thead>
<tr>
<th><strong>Contract Title</strong></th>
<th><strong>Social Services Block Grant for Superstorm Sandy Recovery</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Client Name</strong></td>
<td>New York State Office of Children and Family Services</td>
</tr>
<tr>
<td><strong>Contract Value</strong></td>
<td>$6.4M</td>
</tr>
<tr>
<td><strong>Contract Start/End Date</strong></td>
<td>August 2013 – December 2017</td>
</tr>
<tr>
<td><strong>Client Reference 1</strong></td>
<td>Reference Available Upon Request</td>
</tr>
<tr>
<td><strong>Client Reference 2</strong></td>
<td>Additional Reference Available Upon Request</td>
</tr>
</tbody>
</table>

**Description of Services**

The Office of Children and Family Services received $235 million in federal Social Services Block Grant (SSBG) funding to provide social service support and other ongoing services in areas affected by Superstorm Sandy. The agency had not administered a grant of this magnitude in the past and needed to establish a program and manage the distribution of funds to eligible recipients. Guidehouse, along with Docstrats, was engaged to provide program management and performance monitoring services from program inception through closeout. Activities included developing project controls, tracking program financials, monitoring risk and providing quality assurance reviews of contracts and claims, monitoring overall program performance, coordinating with multiple supporting agencies, and conducting reporting to the New York State Governor’s office and U.S. Health and Human Services. Over 800 contracts and POs were executed, $232M was distributed to grant awardees, and through 19 State and Federal audits the program’s payment error rate was determined to be less than 1 percent. Guidehouse provided program management and performance monitoring services from program inception through closeout, including developing project controls, tracking program financials, monitoring risk and providing quality assurance reviews of contracts and claims, monitoring overall program performance, coordinating with multiple supporting agencies and conducting reporting to the New York State Governor’s office and U.S. Health and Human Services. Guidehouse also supported OCFS with drafting the State Plan, which outlined how the Superstorm Sandy grant funds would be utilized and outlined the applicant eligibility criteria and requirements for grant applications. Guidehouse also worked with OCFS and the lead agencies to develop clear-cut project controls for processing contracts and claims to meet especially stringent Federal guidelines. The team was responsible for tracking program financials, providing quality assurance reviews of contracts and claims, monitoring overall program performance and compliance with internal controls, and conducting reporting. The team monitored risk, conducted risk and issue identification and developed recommended mitigation strategies throughout program start-up and execution.
New York City Office of Management and Budget – Internal Audit for Disaster Recovery Programs

<table>
<thead>
<tr>
<th>Contract Title</th>
<th>Internal Audit for Disaster Recovery Programs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client Name</td>
<td>New York City Office of Management and Budget</td>
</tr>
<tr>
<td>Contract Value</td>
<td>$2M</td>
</tr>
<tr>
<td>Contract Start/End Date</td>
<td>August 2015 – November 2017</td>
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<tr>
<td>Client Reference 1</td>
<td>Former Monitoring &amp; Compliance Unit Head</td>
</tr>
<tr>
<td>Client Reference 2</td>
<td>Additional Reference Available Upon Request</td>
</tr>
</tbody>
</table>

**Description of Services**

Guidehouse was engaged by the City of New York’s Office of Management and Budget (OMB) to develop an internal audit program and to conduct internal audits of Federal grant management money distributed to various city agencies. The audit spanned three federal grant streams — Community Development Block Grant – Disaster Recovery (CDBG-DR) ($4B), Federal Emergency Management Agency (FEMA) ($5.4B), and Department of Homeland Security (DHS) ($141M annually) — and the multiple agencies and projects that receive the funding. Each of the audits was complex, covering multiple stakeholders with overlapping responsibilities and conflicting approaches to grant management. Additionally, each grant had unique federal requirements.

Guidehouse worked with OMB to develop an internal risk assessment to prioritize internal audit efforts across each grant stream and to create a monitoring schedule, phasing efforts over a three-year period. The team then developed an audit program and detailed test procedures tailored to each specific internal audit, focusing on unique programmatic areas, implementing agencies, projects, and/or vendors based on the risk assessment results. To execute the audit program, Guidehouse conducted interviews, reviewed documentation, tested inventory, and reviewed OMB’s operations and oversight for compliance with federal, state, and local regulations for each of the three grant streams. On a separate workstream, Guidehouse supported OMB in conducting an internal audit of the agency’s oversight and monitoring of a third-party vendor contract that it administers to manage the City’s claims development and administration of federal disaster relief programs, including FEMA and HUD CDBG-DR grants.

Guidehouse’s efforts resulted in significant findings on the deficiencies of grant management and oversight, and led to multiple recommendations to improve and/or implement internal controls that would make the grant management system more effective and comprehensive, ensuring compliance with relevant Federal, State, and local regulations, as well as grant requirements. The team also assisted OMB in better understanding and mitigating risk areas where Federal, State, and local regulations address the same issues, but may not align in their requirements.
New York City Department of Investigation – Superstorm Sandy Rapid Repairs Program

<table>
<thead>
<tr>
<th>Contract Title</th>
<th>Superstorm Sandy Rapid Repairs Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client Name</td>
<td>New York City Department of Investigation</td>
</tr>
<tr>
<td>Contract Value</td>
<td>$2M</td>
</tr>
<tr>
<td>Contract Start/End Date</td>
<td>November 2012 – June 2013</td>
</tr>
<tr>
<td>Client Reference 1</td>
<td>[Redacted] Associate Commissioner</td>
</tr>
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</table>

| Client Reference 2 | Additional Reference Available Upon Request |

**Description of Services**

Guidehouse was selected by the New York City DOI to serve as one of the integrity monitors for New York City’s FEMA-funded Rapid Repairs program, which provided emergency repairs to thousands of homes damaged by Superstorm Sandy. Guidehouse was in the field monitoring construction crews seven days a week during this intensive program to provide heat, electrical service, and hot water to New York City residences that lost those services as a result of the hurricane. We monitored two prime contractors and numerous subcontractors to prevent and detect fraud, waste, and abuse; to ensure that performed repairs were within the program’s scope; to track quality and safety issues; to monitor labor compliance; and to audit contractor payment applications. The construction costs for the contracts Guidehouse monitored exceeded $140 million, and Guidehouse identified improper contractor charges of more than $10 million. We also assisted the City in complying with all federal regulations so that it was fully reimbursed for the costs of the program by FEMA.
Port Authority of New York & New Jersey, Inspector General’s Office – Integrity Monitor: Port Morris Tile and Marble Corp. and Tutor Perini Corp.

<table>
<thead>
<tr>
<th>Contract Title</th>
<th>Integrity Monitor: Port Morris Tile and Marble Corp. and Tutor Perini Corp.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client Name</td>
<td>Port Authority of New York &amp; New Jersey, Inspector General’s Office</td>
</tr>
<tr>
<td>Contract Value</td>
<td>• World Trade Center – Port Morris Tile &amp; Marble: $524K</td>
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<tr>
<td></td>
<td>• JFK and World Trade Center – Tutor Perini Corp: $998K</td>
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<tr>
<td>Contract Start/End Date</td>
<td>• World Trade Center – Port Morris Tile &amp; Marble: August 2010 – November 2013</td>
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<tr>
<td></td>
<td>• JFK and World Trade Center – Tutor Perini Corp: December 2009 – November 2012</td>
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<tr>
<td></td>
<td>Deputy Inspector General</td>
</tr>
<tr>
<td>Client Reference 2</td>
<td>Additional Reference Available Upon Request</td>
</tr>
</tbody>
</table>

**Description of Services**

- **World Trade Center – Port Morris Tile & Marble Corp.** Guidehouse (formerly Navigant) was selected by the PANYNJ – OIG as the integrity monitor of Port Morris in its performance of approximately $45 million in contracts at the WTC site following the federal fraud indictment of Port Morris’ principal owner and Chief Executive Officer. The term of the monitorship was four years. Guidehouse’s duties as integrity monitor included, among other things, designing and monitoring the implementation of a corruption prevention program for Port Morris; conducting investigations and forensic audits to ensure Port Morris’ compliance with all criminal and civil laws, and with the terms of the Monitoring Agreement and Port Morris’ contracts with the PANYNJ; and establishing and monitoring a 24-hour “Hot-Line” to facilitate the reporting of suspected improper or illegal conduct by Port Morris’ employees.

- **World Trade Center – Tutor Perini Corp.** Guidehouse (formerly Navigant) was selected by the Port Authority of New York and New Jersey’s Inspector General’s Office to be the integrity monitor of Tutor-Perini for its $177.6 million contract to brace the box that enclosed the MTA’s Number 1 subway line at Greenwich Street in lower Manhattan, which bisects the WTC site, and its $220 million contract to rehabilitate the main runway at JFK Airport. The term of the monitorship was three years and was especially important as it followed the federal indictment of Tutor-Perini’s former President and Director of Purchasing, who were involved in a fraudulent Disadvantaged Business Enterprise (“DBE”) scheme. Guidehouse’s duties as integrity monitor included, among other things, designing and monitoring the implementation of a corruption prevention program for Tutor-Perini, which included a corporate compliance program, code of business ethics and system of internal accounting controls; conducting investigations and forensic audits to ensure Tutor-Perini’s compliance with all criminal and civil laws, and with the terms of the Monitoring Agreement and Tutor-Perini’s two contracts with the Port Authority; and establishing and monitoring a 24-hour “Hot-Line” to facilitate the reporting of suspected improper or illegal conduct by Tutor-Perini’s employees.
New York City Special Commissioner of Investigation – School Bus Companies

<table>
<thead>
<tr>
<th>Contract Title</th>
<th>School Bus Companies</th>
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<tbody>
<tr>
<td><strong>Client Name</strong></td>
<td>New York City Special Commissioner of Investigation</td>
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<tr>
<td><strong>Contract Value</strong></td>
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<tr>
<td><strong>Contract Start/End Date</strong></td>
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<tr>
<td><strong>Client Reference 1</strong></td>
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<td><em>Special Counsel</em></td>
<td>[Redacted]</td>
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<tr>
<td><em>President – Logan Bus</em></td>
<td>[Redacted]</td>
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</tbody>
</table>

**Description of Services**

Guidehouse (formerly Navigant) was selected by the Special Commissioner of Investigation for the New York City School District (“SCT”) as the integrity monitor of the Logan Family of Bus Companies (totaling nine bus companies) (“Logan”) as a result of Logan’s involvement in a kickback scheme with union officials with organized crime ties and city bus inspectors. Guidehouse was responsible for monitoring Logan’s performance of approximately $618 million in contracts to provide school bus service. The original term of the monitorship was three years, but it was extended another six months due to Guidehouse’s findings. Guidehouse’s duties as integrity monitor included, among other things, designing and monitoring the implementation of a corruption prevention program for Logan, which included a corporate compliance program, code of business ethics and system of internal accounting controls; conducting investigations and forensic audits to ensure Logan’s compliance with all criminal and civil laws, and with the terms of the Monitoring Agreement and Logan’s school bus contracts, and establishing and monitoring a 24-hour “Hot-Line” to facilitate the reporting of suspected improper or illegal conduct by Logan’s employees.
Metropolitan Transportation Authority – Integrity Monitoring Services

<table>
<thead>
<tr>
<th>Contract Title</th>
<th>Integrity Monitoring Services</th>
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<tbody>
<tr>
<td>Client Name</td>
<td>Metropolitan Transportation Authority</td>
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<tr>
<td></td>
<td>Director of Internal Controls</td>
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<tr>
<td>Client Reference 2</td>
<td>Additional Reference Available Upon Request</td>
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</table>

**Description of Services**

Guidehouse was selected by the Chief Compliance Officer of the New York City Metropolitan Transportation Authority ("MTA") to serve as the integrity monitor over the Second Avenue Subway project, valued at approximately $3 billion, and the Fulton Street Transit Center project, valued at approximately $1.4 billion. The term of the monitorship was five years. Guidehouse was responsible for monitoring the eight prime contractors and numerous subcontractors on the project for labor compliance issues, fraudulent billing schemes, organized crime infiltration, and project safety.
State of New Jersey Department of Treasury – Integrity Monitoring

<table>
<thead>
<tr>
<th>Contract Title</th>
<th>Integrity Monitoring</th>
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<tbody>
<tr>
<td>Client Name</td>
<td>State of New Jersey Department of Treasury</td>
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<td>Contract Start/End Date</td>
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<table>
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<tr>
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<tbody>
<tr>
<td>Integrity Oversight Monitor Program</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Client Reference 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Reference Available Upon Request</td>
</tr>
</tbody>
</table>

**Description of Services**

Guidehouse served as the integrity monitor for the State of New Jersey Department of the Treasury for major components of the $1.8 billion, HUD-funded Superstorm Sandy Disaster Recovery Program administered by the Department of Consumer Affairs. Guidehouse was responsible for monitoring the contractors managing the Rehabilitation, Reconstruction, Elevation and Mitigation Program and the Landlord Rental Repair Program, which together received federal funding in excess of $1 billion. The team monitored the controls environment for four prime contractors and their relationships with numerous subcontractors to prevent and detect fraud, waste and abuse, and reported findings to the State resulting in the claw back of improper billings of more than $750,000. Guidehouse also ensured that performed repairs were within the program’s scope; tracked quality and safety issues; and audited contractor and homeowner applications.
Metropolitan Transportation Authority – Integrity Monitor: Superstorm Sandy LIRR
Long Beach and NYCT Clifton Stop

<table>
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<tr>
<th>Contract Title</th>
<th>Integrity Monitor: Superstorm Sandy LIRR Long Beach and NYCT Clifton Stop</th>
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<td></td>
<td></td>
</tr>
<tr>
<td>Client Reference 2</td>
<td>Additional Reference Available Upon Request</td>
</tr>
</tbody>
</table>

Description of Services

The MTA Deputy Auditor General selected Guidehouse to provide third-party integrity monitoring services for the review of project management of the New York City Transit’s Staten Island Clifton Stop Restoration design and construction project. Specifically, Guidehouse, at the direction of MTA Audit Services, was engaged to conduct a review of existing procedures and processes governing this project, recommending and assisting in implementing procedures to mitigate risks identified in its initial review, reviewing associated payments and supporting documentation to third party vendors, performing investigative due diligence on subcontractors, and the prime contractors compliance with DBE compliance requirements.
3.9 Additional Experience of Bidder

Guidehouse has a breadth of experience dealing with Federal disaster relief agencies in the aftermath of major events and working with state and federal agencies to monitor grant administration, which includes ensuring compliance and receipt and retention of appropriate documentation necessary to obtain grant funding. We have detailed this experience in Section 3.7, which includes a summary of our experience on similar projects as well as detailed qualifications for each project listed in Section 3.8.
Section 4 Additional Documentation

Our Thought Leadership

Guidehouse has been assembling a collection of insights on COVID-19 and its implications for our clients, written by our internal experts in public health, disaster preparedness, supply chain resilience, and others. Below is a summary of select whitepapers produced by Guidehouse to-date related to COVID-19 response and recovery, compliance and monitoring, and anti-fraud. COVID-19 whitepapers may be accessed on the “Guiding Through The COVID-19 Terrain” page (unless otherwise noted) on our Guidehouse website, located at: https://guidehouse.com/insights/corporate/2020/covid-19. All Guidehouse whitepapers may be accessed at: https://guidehouse.com/insights-and-experience?tabName=Highlights.

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**Guidehouse Thought Leadership related to COVID-19, Compliance and Monitoring, and Anti-Fraud**

- **Mitigating Fraud and Compliance Risk in Response to the CARES Act (Webinar)** – Strategies for minimizing fraud risk and enhancing current compliance and governance programs.
- **The Importance of a Robust and Proactive Controls Environment During a Time of Crisis** – Robust control framework for preventing and detecting fraud.
- **Understanding Title IV of the CARES Act** – Guidance for companies and other entities seeking financial stabilization.
- **Projecting Lost Revenue: COVID-19 Responses for States, Counties, Cities and Mobility Agencies** – Guide to generating defensible loss estimates and funding requests.
- **Program Management in a Crisis** – How to effectively manage a crisis, mitigate its unknown consequences, and manage the stakeholders impacted.
- **Hope for the Best, Plan for the Worst: Building and managing a disaster recovery office** – Guidehouse’s 4-phased framework for managing an effective disaster recovery office.
Guidehouse Thought Leadership related to COVID-19, Compliance and Monitoring, and Anti-Fraud

COVID-19 Support Services for State and Local Governments (Available upon request) – Common challenges local governments are facing, and how Guidehouse can help.

Potential Stimulus Grants – Leading Practices (Available upon request) – Landscape of current funding sources and leading practices for managing funds.

Section 1 Forms

1.1 Offer and Acceptance Page

OFFER AND ACCEPTANCE PAGE

Bid Solicitation Title
Integrity Oversight Monitoring for CARES

Bid Solicitation No.
N/A

Blanket P.O. Term
See Bid Solicitation Section 5.2

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

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)
Guidehouse Inc.

Address
1830 Tysons Blvd, 7th Floor
McLean, VA, 22102

Fax Number

City, State, Zip Code

Phone Number

Authorized Signature

Printed Name
Analia Kasad

Title
Partner

Email Address

FEIN

Pursuant to P.L. 2017, c. 55, 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 (Mandatory Principles Certification), Section 4.4.1.1.2 (Non-Collusion), and Section 4.4.1.1.3 (New Jersey Business Ethics Guide Certification);

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

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

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

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

ADDITIONAL VENDOR (BIDDER) REQUIREMENTS

☐ Bid Security Amount
☐ Performance Security Amount
☐ Payment Security Amount
☐ Retainage Percentage

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

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

Blanket P.O. Effective Date

State of New Jersey Authorized Signature

Rev. 1.22.2020

Use or disclosure of data contained on this page is subject to the restriction on the cover page of this document

Guidehouse

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

Unless the bidder/offeror is specifically instructed otherwise in the Request for Proposals (RFP), the following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise. In the event that the bidder/offeror would 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

<table>
<thead>
<tr>
<th>Bid/Bid Solicitation</th>
<th>Request For Proposal (RFP)/Solicitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Amendment</td>
<td>Addendum</td>
</tr>
<tr>
<td>Change Order</td>
<td>Contract Amendment</td>
</tr>
<tr>
<td>Master Blanket Purchase Order (Blanket P.O.)</td>
<td>Contract</td>
</tr>
<tr>
<td>Offer and Acceptance Page</td>
<td>Signatory Page</td>
</tr>
<tr>
<td>Quote</td>
<td>Proposal</td>
</tr>
<tr>
<td>Vendor</td>
<td>Bidder/Contractor</td>
</tr>
</tbody>
</table>

2. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

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

2.1 BUSINESS REGISTRATION

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

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

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

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

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

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

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

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

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

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

A. Make or solicit a contribution in violation of the statute;
B. Knowingly conceal or misrepresent a contribution given or received;
C. Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;

D. Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor or Lieutenant Governor, or to any State or county party committee;

E. Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;

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

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

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

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

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

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

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

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

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

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

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

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

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

2.12 WARRANTY OF NO SOLICITATION ON COMMISSION OR CONTINGENT FEE BASIS
The contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. If a breach or violation of this section occurs, the State shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.
3. STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 DIANE B. ALLEN EQUAL PAY ACT
Pursuant to N.J.S.A. 34:11-56.14, 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:

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

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

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

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

ccau.certificate@treas.nj.gov

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

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

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

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

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

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

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

5. TERMS GOVERNING ALL CONTRACTS

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

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

5.3 CONTRACT TERM AND EXTENSION OPTION
If, in the opinion of the Director, it is in the best interest of the State to extend a contract, the contractor shall be so notified of the Director’s Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director’s request to extend the term and period of performance of the contract. If the contractor agrees to the
extension, all terms and conditions of the original contract shall apply unless more favorable terms for the State have been negotiated.

5.4 STATE’S OPTION TO REDUCE SCOPE OF WORK
The State has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under this contract. In such an event, the Director shall provide to the contractor advance written notice of the change in scope of work and what the Director believes should be the corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

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

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

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

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

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

B. For Cause:
   1. Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director
may terminate the contract, in whole or in part, upon ten (10) days’ notice to the contractor with an opportunity to respond; and

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

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

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

5.8 SUBCONTRACTING OR ASSIGNMENT

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

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

5.9 NO CONTRACTUAL RELATIONSHIP BETWEEN SUBCONTRACTORS AND STATE

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

5.10 MERGERS, ACQUISITIONS

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

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

a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice;

b. All equipment supplied to the State and operated by electrical current is UL listed where applicable;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. TERMS RELATING TO PRICE AND PAYMENT

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

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

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

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

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

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

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

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

6.4 OPTIONAL PAYMENT METHOD: P-CARD

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

6.5 NEW JERSEY PROMPT PAYMENT ACT

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

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

The State’s obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency by the State Legislature and made available through receipt of revenue.

7. **TERMS RELATING TO ALL CONTRACTS FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS**

The provisions set forth in this Section 7 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 **PROCUREMENT OF RECOVERED MATERIALS**

To the extent that the scope of work or specifications in the contract requires the contractor to provide any of the following items, this Section 7.1 of the Standard Terms and Conditions modifies the terms of the scope of work or specification.

Pursuant to 2 CFR 200.322, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. 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.

A. Designated items are those set forth in 40 CFR 247 subpart B, as may be amended from time to time, including:

1. Paper and paper products listed in 40 C.F.R. 247.10;
2. Certain vehicular products as listed in 40 CFR 247.11;
3. Certain construction products listed in 40 C.F.R. 247.12;
4. Certain transportation products listed in 40 C.F.R. 247.13;
5. Certain park and recreation products, 40 C.F.R. 247.14;
6. Certain landscaping products listed in 40 C.F.R. 247.15;
7. Certain non-paper office products listed in 40 C.F.R. 247.16; and

B. As defined in 40 CFR 247.3, “recovered material” means:

1. waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process; and
2. for purposes of purchasing paper and paper products, means waste material and byproducts that have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the case of paper and paper products, the term recovered materials includes:
   a. Postconsumer materials such as --
      i. Paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; and
      ii. All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste, and
   b. Manufacturing, forest residues, and other wastes such as --
i. Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel in smaller rolls of rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste, resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

ii. Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others;

iii. Fibrous byproducts of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw, linters, bagasse, slash, and other forest residues;

iv. Wastes generated by the conversion of goods made from fibrous material (that is, waste rope from cordage manufacture, textile mill waste, and cuttings); and

v. Fibers recovered from waste water which otherwise would enter the waste stream.

C. For contracts in an amount greater than $100,000, at the beginning of each contract year, contractor shall provide the State estimates of the total percentage of recovered material utilized in the performance of its contract for each of the categories listed in subsection (A). For all contracts subject to this Section 7.1 of the Standard Terms and Conditions, at the conclusion of each contract year, contractor shall certify to the State the minimum recovered material content actually utilized in the prior contract year.

7.2 EQUAL EMPLOYMENT OPPORTUNITY


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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

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

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

7.3 **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 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be 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. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the 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"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

7.4 **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 include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7.5 **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.


Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7.7 **DEBATEMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)**

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

7.8 **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.
EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)
N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This language is in addition to and does not replace good faith efforts requirements for construction contracts required by N.J.A.C. 17:27-3.6, 3.7 and 3.8, also known as Exhibit B.
I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS CONTRACT

Signature

Anaita Kasad, Partner

Print Name and Title

Guidehouse Inc.

Print Name of Contractor

11/13/2020
A. WAIVERED CONTRACTS SUPPLEMENT TO THE STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS - This Supplement to the State of New Jersey Standard Terms and Conditions ("Supplement") shall apply to all contracts or purchase agreements made with the State of New Jersey ("State") under N.J.S.A. 52:34-9 or -10 ("Waivered Contracts"). The terms in this Supplement modify the terms of the New Jersey Division of Purchase and Property’s Standard Terms and Conditions as may be updated from time to time ("Standard Terms and Conditions"). The combined terms of the Standard Terms and Conditions and this Supplement, in addition to the terms and conditions set forth in the Request for Proposal, Request for Quotation, and/or other agency request ("Solicitation"), if applicable, shall prevail over any conflicts set forth in or incorporated by reference into a contractor’s proposal submitted in response to a Solicitation including any standard license, service or other agreement ("Contractor Standard Form Agreement").

The “Contract” shall consist of this Supplement, the Standard Terms and Conditions, the Solicitation, and the proposal submitted by the contractor.

The Standard Terms and Conditions are hereby incorporated by reference. Section numbering of the changes and additions enumerated below continue the number scheme of the Standard Terms and Conditions.

B. CHANGES/ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL GOODS, SERVICES, AND INFORMATION TECHNOLOGY WAIVERED CONTRACTS:

2.13 OWNERSHIP DISCLOSURE

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

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

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

2.14 PROHIBITED INVESTMENT IN IRAN

Pursuant to N.J.S.A. 52:32-58, the contractor must utilize this Disclosure of Investment Activities in Iran form to certify that neither the contractor, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the contractor, nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the contractor is unable to so certify, the contractor shall provide a detailed and precise description of such activities as directed on the form.
2.15 STATE’S RIGHT TO INSPECT CONTRACTOR’S FACILITIES

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

The State may also consult with clients of the contractor to assist the State in making a contract award that is most advantageous to the State.

2.16 STATE’S RIGHT TO REQUEST FURTHER INFORMATION

The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the contractor’s financial capabilities to perform the Contract. Further, the Director reserves the right to request a contractor to explain, in detail, how the proposal price was determined.

2.17 DELIVERY TIME AND COSTS

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

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

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

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

C.O.D. terms will not be accepted.

2.19 CASH DISCOUNTS

The contractor is encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts.

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

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

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

2.20 CLAIMS AND REMEDIES

A. All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.
B. Nothing in this Contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

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

2.21 NEWS RELEASES & ADVERTISING

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

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

2.22 ORGAN DONATION

As required by N.J.S.A. 52:32-33.1, the State encourages the contractor to disseminate information relative to organ donation and to notify its employees, through information and materials or through an organ and tissue awareness program, of organ donation options. The information provided to employees should be prepared in collaboration with the organ procurement organizations designated pursuant to 42 U.S.C. 1320b-8 to serve in this State.

3.8 PERFORMANCE SECURITY

If performance security is required, such security must be submitted with the bid in the amount listed in the Solicitation. N.J.A.C. 17:12-2.5. Acceptable forms of performance security are as follows:
1. A properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey,
2. A certified or cashier’s check drawn to the order of “Treasurer, State of New Jersey,” or

The Performance Security must be submitted to the State within 30 days of the effective date of the Contract award and cover the period of the Contract and any extensions thereof. Failure to submit performance security may result in cancellation of the Contract for cause and nonpayment for work performed.

Although the performance bond is required for the full term of the Contract, the Director recognizes that the industry practice of sureties is to issue a one (1) year performance bond for goods and services contracts. Thus, the contractor is permitted to submit a one (1) year performance bond for the amount required under the Contract and, on each succeeding anniversary date of the Contract, provide a continuation or renewal certificate to evidence that the bond is in effect for the next year of the Contract. This procedure will remain in place for each year of the Contract thereafter until the termination of the Contract. Failure to provide such proof on the anniversary date of the Contract shall result in suspension of the Contract, and possibly, termination of the Contract.
For performance bonds based on a percentage of the total estimated Contract price. On each anniversary of the effective date of the Contract, the amount of the required performance bond, unless otherwise noted, is calculated by applying the established RFQ performance bond percentage to the outstanding balance of the estimated amount of the Contract price to be paid to the contractor.

In the event that the Contract price is increased by a Contract Amendment, the contractor may be required to provide, within 30 calendar days of the effective date of the Contract Amendment, performance bond coverage for the increase in Contract price. The required increase in the performance bond amount is calculated by applying the established bond percentage set forth above to the increase in Contract price. Failure to provide such proof to the Director of this required coverage may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.

3.9 RETAINAGE

If retainage is required on the Contract as stated in the Solicitation, the state and/or agency will retain the stated percentage or retainage from each invoice. Payment of retainage will be authorized after satisfactory completion and submission of all services, deliverables or work products by the contractor and acceptance by the agency of all services, deliverables or work products required by the Contract.

For ongoing contracts, the agency will retain the stated percentage of each invoice submitted. At the end of the three (3) month period after payment of each invoice, the agency will review the contractor’s performance and if performance has been satisfactory, the agency will release the retainage for the preceding three (3) month period. Following the expiration of the Contract, retained fees will be released to the contractor after certification by the agency’s project manager, if any, that all services have been satisfactorily performed.

3.10 SUBCONTRACTOR UTILIZATION PLAN

A contractor that will subcontract any of the work or services to be provided under the Contract shall submit to the agency along with its proposal a Subcontractor Utilization Plan located at the following webpage: http://www.state.nj.us/treasury/purchase/forms/subcontracting.pdf. See also Section 5.8 of the Standard Terms and Conditions.

5.17 CONFIDENTIALITY

a. The State’s obligation to maintain the confidentiality of the contractor’s confidential information provided to the State under the Contract is conditioned upon and subject to the State’s obligations under the New Jersey Public Records Act, N.J.S.A. 47:1A-1 et seq. (“OPRA”), the New Jersey common law right to know, and any other lawful document request or subpoena.

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

c. The State’s Confidential Information shall consist of all information or data in any form whatsoever supplied by the State, any information or data gathered by the contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not).

d. A party’s Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party, except that if the information is personally identifying to a person or entity regardless of whether it has become part of the public
domain through other means, the other party must maintain full efforts under the Contract to keep it confidential; (b) was in the other party’s lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

e. The parties agree to hold each other’s Confidential Information in confidence, using at least the same degree of care in doing so that it uses to protect its own confidential information.

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

g. In addition, in the event the contractor receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, the contractor shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and the contractor’s intended response to such request. The State shall take any action it deems appropriate to protect its documents and/or information. Notice to the State shall not relieve the contractor of its obligation to take action to protect such information if the contractor is aware of a legal reason to do so.

h. Notwithstanding the requirements of nondisclosure described in this Section 5.17, either party may release the other party’s Confidential Information (i) if directed to do so by a court or arbitrator of competent jurisdiction, (ii) pursuant to a lawfully issued subpoena or other lawful document request, (iii) in the case of the State, if the State determines the documents or information are subject to disclosure and the contractor does not exercise its rights as described in subsection (f), or if the contractor is unsuccessful in defending its rights as described in subsection (f), or (iv) in the case of the contractor, if the contractor determines the documents or information are subject to disclosure and the State does not exercise its rights as described in subsection (g), or if the State is unsuccessful in defending its rights as described in subsection (g).

C. CHANGES/ADDITIONS TO THE STANDARD TERMS AND CONDITIONS APPLICABLE TO SERVICES AND INFORMATION TECHNOLOGY WAIVERED CONTRACTS:

4.2 INSURANCE
The following paragraph D is added to section 4.2 of the Standard Terms and Conditions:

D. Professional Liability Insurance: When it is common to the contractor’s profession to do so, the contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the contractor from any liability arising out the professional obligations performed pursuant to the requirements of the Contract. The insurance shall be in the amount of not less than $5,000,000 and in such policy forms as shall be approved by the State. If the contractor has claims-made coverage and subsequently changes carriers during the term of the Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

5.18 OWNERSHIP
Capitalized terms used but not defined are defined in Subsection D of this Supplement, below.

a. Contractor Intellectual Property; COTS and Customized Software – The contractor retains ownership of all Contractor Intellectual Property, and any modifications thereto and derivatives thereof, that the contractor supplies to the State pursuant to the Contract. The contractor grants the State a non-exclusive, perpetual royalty-free license to use Contractor Intellectual Property delivered to the State for the purposes contemplated by the Contract.
b. Third Party Intellectual Property – Unless otherwise specified in the Solicitation that the State, on its own, will acquire and obtain a license to Third Party Intellectual Property, the contractor shall secure on the State’s behalf, in the name of the State and subject to the State’s approval, a license to Third Party Intellectual Property sufficient to fulfill the business objectives, requirements and specifications identified in the Contract at no additional cost to the State beyond that in the bid price. Under no circumstances will the State accept a license for Third Party Intellectual Property that contains terms and conditions that conflict with the terms and conditions of the Contract. If the contractor uses Third Party Intellectual Property, the contractor must indemnify the State for infringement claims with respect to the Third Party Intellectual Property. The contractor agrees that its use of Third Party Intellectual Property shall be consistent with the license for the Third Party Intellectual Property, whether supplied by the contractor, secured by the State as required by the Solicitation, or otherwise supplied by the State.

c. Work Product; Custom Software – The State owns all Custom Software which shall be considered “work made for hire”, i.e., the State, not the contractor, subcontractor, or third party, shall have full and complete ownership of all such Custom Software. To the extent that any Custom Software may not, by operation of the law, be a “work made for hire” in accordance with the terms of the Contract, contractor, subcontractor, or third party hereby assigns to the State, or the contractor shall cause to be assigned to the State, all right, title and interest in and to any such Custom Software and any copyright thereof, and the State shall have the right to obtain and hold in its own name any copyrights, registrations and any other proprietary rights that may be available.

d. Work Product; Services – The State owns all Deliverables developed for the State in the course of providing Services under the Contract, including but not limited to, all data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the Contract, including but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the Services required under the Contract.

e. State Intellectual Property – Data and Background Information. The State owns all State Intellectual Property and State data and background information provided to the contractor pursuant to the Contract. The State’s data and background information shall include, without limitation, all data, technical information, and materials provided to the contractor by the State to facilitate performance of the Contract, including but not limited to all reports, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents. The items described in the preceding sentence shall be delivered or returned to the State of New Jersey upon thirty (30) days’ notice by the State or thirty (30) days after the expiration or termination of the Contract. Only to fulfill the purposes of the Contract does the State grant the contractor a non-exclusive, royalty-free, worldwide license to use, copy, display, distribute, transmit and prepare derivative works of State Intellectual Property and State data and background information. Notwithstanding anything to the contrary contained in the Terms and Conditions or this Supplement, no part of the State’s data will be disclosed, sold, assigned, leased or otherwise disposed of to any person or entity other than the State unless specifically directed to do so in writing by the Contract Manager. The State’s license to the contractor is limited by the term of the Contract and the confidentiality obligations set forth in Section 5.17 of this Supplement.

f. No Rights – Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the contractor any right, title, or interest in State Intellectual Property or any intellectual property that is now owned or licensed to or subsequently owned by or licensed by the State. Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the State any right, title, or interest in any Contractor Intellectual Property that is now owned or subsequently owned by the contractor. Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the State any right, title, or interest in any Third Party Intellectual Property that is now owned or subsequently owned by a Third Party.
D. CHANGES/ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL INFORMATION TECHNOLOGY WAIVED CONTRACTS:

1.2 DEFINITIONS
The following definitions shall apply to information technology contracts:

i. The term “Acceptance” means the written confirmation by an Agency that the contractor has completed a Deliverable according to the specified requirements.

ii. The term “Contractor Intellectual Property” means any intellectual property that is owned by the contractor and contained in or necessary for the use of the Deliverables or which the contractor makes available for the State to use as part of the work under the Contract. Contractor Intellectual Property includes COTS or Customized Software owned by the contractor, the contractor’s technical documentation, and derivative works and compilations of any Contractor Intellectual Property.

iii. The term Commercial Off the Shelf Software (“COTS”) means Software provided by the contractor that is intended for general use.

iv. The term “Custom Software” means Software and Work Product that is developed by the contractor at the request of the Agency to meet the specific requirements of the Agency and is intended for its use.

v. The term “Customized Software” means COTS that is adapted by the contractor to meet specific requirements of the Agency that differ from the standard requirements of the base product.

vi. The term “Deliverable” means the goods, products, Services and Work Product that the contractor is required to deliver to the State under the Contract.

vii. The terms “goods” and “products” shall be deemed to include, without limitation, Software and Hardware.

viii. The term “Hardware” shall be deemed to include computer equipment and any Software provided with the Hardware that is necessary for the Hardware to operate.

ix. The term “Information Technology Contract” shall mean, notwithstanding any definition in New Jersey Statutes, a Contract for one or more of the following: Hardware, Software, Services, telecommunication goods and services, and all related goods.

x. The terms “Services” shall be deemed to include, without limitation (i) Information Technology (“IT”) professional services; (ii) Software and Hardware-related services, including without limitation, installation, configuration, and training and (iii) Software and Hardware maintenance and support and/or Software and Hardware technical support services.

xi. The term “Software” means, without limitation, computer programs, source codes, routines, or subroutines supplied by the contractor, including operating software, programming aids, application programs, application programming interfaces and software products, and includes COTS, Customized Software and Custom Software, unless the context indicates otherwise.

xii. The term “State Intellectual Property” means any intellectual property that is owned by the State. State Intellectual Property includes any derivative works and compilations of any State Intellectual Property.

xiii. The term “Third Party Intellectual Property” means any intellectual property owned by parties other than the State or the contractor and contained in or necessary for the use of the Deliverables. Third Party Intellectual Property includes COTS owned by Third Parties, and derivative works and compilations of any Third Party Intellectual Property.

xiv. The term “Work Product” means every invention, modification, discovery, design, development, customization, configuration, improvement, process, Software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by the contractor or the contractor’s subcontractors or a third party engaged by the contractor or its subcontractor pursuant to the Contract. Notwithstanding anything to the contrary in the preceding sentence, Work Product does not include State Intellectual Property, Contractor Intellectual Property or Third Party Intellectual Property.
2.10 COMPLIANCE - LAWS
The following is added to section 2.10 of the Standard Terms and Conditions:

COMPLIANCE – DATA AND PRIVACY LAWS – The contractor must comply with all State and Federal data and privacy laws, rules and regulations applicable to both the contractor and the State under the Contract.

4.1 INDEMNIFICATION
Section 4.1 of the Standard Terms and Conditions is deleted in its entirety and replaced with the following:

INDEMNIFICATION AND LIMITATION OF LIABILITY:

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

a) The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State and its officers, agents, servants and employees, from and against any and all third party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith:
   i. For or on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or products supplied under the Contract or the order; and
   ii. For or on account of the use of any patent, copyright, trademark, trade secret or other proprietary right of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance ("Intellectual Property Rights") furnished or used in the performance of the Contract; and
   iii. The contractor’s indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations contained in these Standard Terms and Conditions.

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

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

d) The contractor will be relieved of its responsibilities under subsection (a)(i) and (ii) for any claims made by an unaffiliated third party that arise solely from the actions or omissions of the State, its officers, employees or agents.

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

f) The provisions of this indemnification clause shall in no way limit the contractor’s obligations assumed in the Contract, nor shall they be construed to relieve the contractor from any liability, nor preclude the State from taking any other actions available to it under any other provisions of the Contract or otherwise at law or equity.

g) The contractor agrees that any approval by the State or Using Agency of the work performed and/or reports, plans or specifications provided by the contractor shall not operate to limit the obligations of the contractor assumed in the Contract.

h) The State of New Jersey will not indemnify, defend or hold harmless the contractor. The State will not pay or reimburse for claims absent compliance with Section 4.1(2) of this Supplement and a determination by the State to pay the claim or a final order of a court of competent jurisdiction.

2. STATE RESPONSIBILITIES

Subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq) and the appropriation and availability of funds, the State will be responsible for any cost or damage arising out of actions or inactions of the State, its employees or agents under Section 4.1(1)(a)(i) and (ii) of this Supplement which results in an unaffiliated third party claim. This is the contractor’s exclusive remedy for these claims.

3. LIMITATION OF LIABILITY

a) The contractor’s liability to the State for actual, direct damages resulting from the contractor’s performance or non-performance of, or in any manner related to, the Contract for any and all claims, shall be limited in the aggregate to 200% of the fees paid to the contractor for the products or Services giving rise to such damages, except that such limitation of liability shall not apply to the following:

   i. The contractor’s indemnification obligations as described in Section 4.1(1) of this Supplement; and

   ii. The contractor’s breach of its obligations of confidentiality described in Section 5.17 of this Supplement; and

b) The contractor shall not be liable for consequential or incidental damages.

5.11 CONTRACTOR PERFORMANCE WARRANTIES

Section 5.11 of the Standard Terms and Conditions is deleted in its entirety and replaced with the following:

1. COTS and Customized Software

   a. Unless the Contractor Standard Form Agreement provides greater coverage as determined by the State, in its sole discretion, the contractor warrants that COTS and Customized Software products licensed to the State shall operate in all material respects as described in the Solicitation and/or contractor technical documentation for ninety (90) days after Acceptance. The State shall
notify the contractor of any COTS or Customized Software product deficiency within ninety (90) days after Acceptance. For a Contract requiring the delivery of COTS or Customized Software and Custom Software, a notice within one hundred eighty (180) days that describes a deficiency in functional terms without specifying whether the deficiency is with COTS, Customized Software or Custom Software shall be deemed a notice that triggers the warranty provisions in both Section 5.11(a) and 5.11(b) of this Supplement.

b. Except for the portion of the contractor’s COTS or Customized Software product that intentionally contains one or more of the following for the purpose of anti-virus protection, the contractor warrants that, at the time of delivery and installation of the COTS or Customized Software provided pursuant to the Contract, its product shall be free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the COTS or Customized Software, collect unlawful personally identifiable information on users, or prevent the COTS or Customized Software from performing as required under the Contract.

c. In the event of any breach of this warranty, the contractor shall correct the product errors that caused the breach of warranty, or if the contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its usage and recover the fees paid to the contractor for the license and any unused, prepaid, technical support fees paid. Under no circumstances does this warranty provision limit the contractor’s obligation in the event of a breach of confidentiality.

d. The contractor does not warrant that COTS or Customized Software is error-free or that it will operate uninterrupted.

2. Custom Software

a. Unless the Contractor Standard Form Agreement provides greater coverage, as determined by the State, in its sole discretion, the contractor warrants that Custom Software Deliverables shall operate in all material respects as described in the applicable specification documentation for one hundred and eighty (180) days after Acceptance. The State shall notify the contractor of any Custom Software deficiency within one hundred and eighty (180) days after Acceptance of the Custom Software Deliverable (the "Notice Period"). Where the contractor is providing multiple Custom Software Deliverables over the term of the Contract, the Notice Period shall begin to run after the Acceptance of the final Custom Software Deliverable under the Contract. At that time, the State may assert defect claims relating to any and all of the Custom Software Deliverables provided under the Contract; however, the State may also assert claims earlier, in its discretion, without waiving the Notice Period.

b. For a Contract requiring the delivery of COTS or Customized Software and Custom Software, a notice within one hundred eighty (180) days that describes a deficiency in functional terms without specifying whether the deficiency is with COTS, Customized Software or Custom Software shall be deemed a notice that triggers the warranty provisions in both Section 5.11(a) and 5.11(b) of this Supplement.

c. The contractor warrants that, at the time of Acceptance of the Custom Software Deliverable provided pursuant to the Contract, its product shall be free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the Custom Software, collect unlawful personally identifiable information on users, or prevent the Custom Software from performing as required under the Contract. Under no circumstances does this warranty provision limit the contractor’s obligation in the event of a breach of confidentiality.

d. In the event of any breach of this warranty, the contractor shall correct the Custom Software errors that caused the breach of warranty, or if the contractor cannot substantially correct such breach in a commercially reasonable manner, the State may recover a portion of the fees paid to the contractor for the Custom Software with the uncorrected defect or in the event that the Custom Software is still deemed, by the State in its sole discretion, to be usable by the State even with the uncorrected defect, the State may recover a portion of the fees paid to the
contractor for the Custom Software (up to the total amount of such charges for such Custom Software) to reflect any reduction in the value of the Custom Software Deliverable as a result of the uncorrected defect. Under no circumstances does this warranty provision limit the contractor's obligations in the event of a breach of confidentiality.

e. The contractor does not warrant that Custom Software is error-free or that it will operate uninterrupted.

3. IT Services

a. Unless the Contractor Standard Form Agreement provides greater coverage, as determined by the State, in its sole discretion, the contractor warrants that all Services will be provided in a professional manner consistent with industry standards. The State shall notify the contractor of any Services warranty deficiencies within ninety (90) days from performance of the deficient Services.

b. In the event of any breach of this warranty, the contractor shall re-perform the deficient Services, or if the contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to the contractor for the deficient Services.

4. Hardware

a. Unless the Contractor Standard Form Agreement provides greater coverage, as determined by the State, in its sole discretion, the contractor warrants that the equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer’s recommendations and standard practice.

b. The contractor warrants that all equipment supplied to the State and operated by electrical current is UL listed where applicable.

c. The contractor warrants that all new machines are to be guaranteed as fully operational for one (1) year from time of Acceptance by the State. For the avoidance of doubt, Acceptance with respect to Hardware in this subsection (d) shall occur no later than sixty (60) days after delivery, as evidenced by a signed delivery receipt. The contractor shall render prompt service without charge, regardless of geographic location.

d. The contractor warrants that sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters.

e. The contractor warrants that trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.

f. The contractor warrants that all Software included with the Hardware shall perform substantially in accordance with specifications, for one (1) year from the time of Acceptance. The contractor warrants that Software media will be free from material defects in materials and workmanship for a period of one (1) year from the date of Acceptance.

g. In the event of any breach of this warranty, the contractor shall promptly repair, replace or refund the purchase price of product rejected for failure to conform with the contractor’s product specifications.

5. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND THE CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.
5.19 AUDIT NOTICE AND DISPUTE RESOLUTION
To the extent the contractor’s proposal or Standard Form Agreement permits the contractor to conduct periodic audits of the State’s usage of the Contractor Intellectual Property provided thereunder, such provision is amended to include the following audit notice and dispute resolution process:

a. AUDIT NOTICE – Notwithstanding anything to the contrary in the contractor’s proposal or Standard Form Agreement, in the event that the contractor seeks to exercise a right in its proposal or Standard Form Agreement to audit the State’s use of Contractor Intellectual Property, the contractor shall deliver simultaneous written notice, no less than thirty days in advance of the audit start date (unless the contractor’s notice provides a longer notice period), to the:

i. Director of the New Jersey Department of Treasury, Division of Purchase and Property: Procurement Bureau, Technology Unit
   P.O. Box 230
   Trenton, NJ 08625-0230

ii. Chief of Staff of the New Jersey Office of Information Technology:
    Office of the Chief Technology Officer
    300 Riverview Plaza
    Trenton, NJ 08625

iii. State Contract Manager.

The notice shall reference the specific audit provision(s) in the contractor’s proposal or Standard Form Agreement being exercised and include copies of same, specify the means by which the contractor will conduct the audit, and shall require the audit to be conducted in accordance with generally accepted standards in the field of such audits.

b. AUDIT DISPUTE RESOLUTION – If the State, in good faith, provides the contractor with written notice of an alleged error in the amount of underpaid fees due the contractor as a result of an audit (the “dispute”), then the parties will endeavor to resolve the dispute in accordance with this paragraph. Each party will appoint a Vice President, Assistant Director, or the equivalent (hereinafter referred to as “Representative”) to discuss the dispute and no formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief or those required to avoid non-compliance with the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., may begin until either such Representative concludes, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely. In addition, the parties shall refrain from exercising any termination right related to the dispute being considered under this paragraph and shall continue to perform their respective obligations under the Contract while they endeavor to resolve the dispute under this paragraph.

c. STATE NOT LIABLE FOR AUDIT COSTS – Notwithstanding anything to the contrary in the contractor’s proposal or Standard Form Agreement, the State will not reimburse the contractor for any costs related to an audit.

d. NO AUDIT RIGHT CREATED – In the event that the contractor’s proposal or Standard Form Agreement does not permit audits of the State’s usage of Contractor Intellectual Property, Section 5.19 of this Supplement shall not be interpreted to provide such an audit right.
I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS CONTRACT

Signature

Anaida Kasad, Partner

Print Name and Title

Guidehouse Inc.

Print Name of Contractor

11/12/2020

Date
### Integrity Oversight Monitoring Consumption Model - Category 1

<table>
<thead>
<tr>
<th>Staff Classifications</th>
<th>Hourly Rate</th>
<th>Hours Per Month</th>
<th>Estimated Monthly Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partner/Principal/Director</td>
<td>$298.00</td>
<td>25</td>
<td>$7,450.00</td>
</tr>
<tr>
<td>Program Manager</td>
<td>$279.00</td>
<td>50</td>
<td>$13,950.00</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$225.00</td>
<td>100</td>
<td>$22,500.00</td>
</tr>
<tr>
<td>Supervisory/Senior Consultant</td>
<td>$179.00</td>
<td>100</td>
<td>$17,900.00</td>
</tr>
<tr>
<td>Consultant</td>
<td>$129.00</td>
<td>75</td>
<td>$9,675.00</td>
</tr>
<tr>
<td>Associate/Staff</td>
<td>$95.00</td>
<td>50</td>
<td>$4,750.00</td>
</tr>
<tr>
<td>Subject Matter Expert</td>
<td>$279.00</td>
<td>50</td>
<td>$13,950.00</td>
</tr>
<tr>
<td>Administrative Support</td>
<td>$50.00</td>
<td>25</td>
<td>$1,250.00</td>
</tr>
<tr>
<td><strong>Estimated Total Monthly Charge</strong></td>
<td><strong>$91,425.00</strong></td>
<td></td>
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</tr>
</tbody>
</table>

*Other Direct Costs and Travel Expenses and Reimbursements will be evaluated for cost reasonableness.*

### Integrity Oversight Monitoring Consumption Model - Category 2

<table>
<thead>
<tr>
<th>Staff Classifications</th>
<th>Hourly Rate</th>
<th>Hours Per Month</th>
<th>Estimated Monthly Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partner/Principal/Director</td>
<td>$298.00</td>
<td>25</td>
<td>$7,450.00</td>
</tr>
<tr>
<td>Program Manager</td>
<td>$279.00</td>
<td>50</td>
<td>$13,950.00</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$225.00</td>
<td>100</td>
<td>$22,500.00</td>
</tr>
<tr>
<td>Supervisory/Senior Consultant</td>
<td>$179.00</td>
<td>100</td>
<td>$17,900.00</td>
</tr>
<tr>
<td>Consultant</td>
<td>$129.00</td>
<td>75</td>
<td>$9,675.00</td>
</tr>
<tr>
<td>Associate/Staff</td>
<td>$95.00</td>
<td>50</td>
<td>$4,750.00</td>
</tr>
<tr>
<td>Subject Matter Expert</td>
<td>$279.00</td>
<td>50</td>
<td>$13,950.00</td>
</tr>
<tr>
<td>Administrative Support</td>
<td>$50.00</td>
<td>25</td>
<td>$1,250.00</td>
</tr>
<tr>
<td><strong>Estimated Total Monthly Charge</strong></td>
<td><strong>$91,425.00</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Other Direct Costs and Travel Expenses and Reimbursements will be evaluated for cost reasonableness.*

### Integrity Oversight Monitoring Consumption Model - Category 3

<table>
<thead>
<tr>
<th>Staff Classifications</th>
<th>Hourly Rate</th>
<th>Hours Per Month</th>
<th>Estimated Monthly Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partner/Principal/Director</td>
<td>$298.00</td>
<td>25</td>
<td>$7,450.00</td>
</tr>
<tr>
<td>Program Manager</td>
<td>$279.00</td>
<td>50</td>
<td>$13,950.00</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$225.00</td>
<td>100</td>
<td>$22,500.00</td>
</tr>
<tr>
<td>Supervisory/Senior Consultant</td>
<td>$179.00</td>
<td>100</td>
<td>$17,900.00</td>
</tr>
<tr>
<td>Consultant</td>
<td>$129.00</td>
<td>75</td>
<td>$9,675.00</td>
</tr>
<tr>
<td>Associate/Staff</td>
<td>$95.00</td>
<td>50</td>
<td>$4,750.00</td>
</tr>
<tr>
<td>Subject Matter Expert</td>
<td>$279.00</td>
<td>50</td>
<td>$13,950.00</td>
</tr>
<tr>
<td>Administrative Support</td>
<td>$50.00</td>
<td>25</td>
<td>$1,250.00</td>
</tr>
<tr>
<td><strong>Estimated Total Monthly Charge</strong></td>
<td><strong>$91,425.00</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Other Direct Costs and Travel Expenses and Reimbursements will be evaluated for cost reasonableness.*
1.0 BAFO PRICE SCHEDULE

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

Refer to RFQ Section 3.0 (Scope of Work) for task requirements and deliverables, Section 4.2.4 (Staff Classifications), and Section 6.0 (Cost Proposal) for additional information regarding this Price Schedule.

Bidder’s Name: __________ Guidehouse Inc. ______

CATEGORY 1: PROGRAM AND PROCESS MANAGEMENT AUDITING

<table>
<thead>
<tr>
<th>LINE #</th>
<th>STAFF CLASSIFICATIONS</th>
<th>YEAR 1 HOURLY RATE</th>
<th>YEAR 2 HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Partner/Principal/Director</td>
<td>$298</td>
<td>$298</td>
</tr>
<tr>
<td>2</td>
<td>Program Manager</td>
<td>$279</td>
<td>$279</td>
</tr>
<tr>
<td>3</td>
<td>Project Manager</td>
<td>$225</td>
<td>$225</td>
</tr>
<tr>
<td>4</td>
<td>Supervisory/Senior Consultant</td>
<td>$179</td>
<td>$179</td>
</tr>
<tr>
<td>5</td>
<td>Consultant</td>
<td>$129</td>
<td>$129</td>
</tr>
<tr>
<td>6</td>
<td>Associate/Staff</td>
<td>$95</td>
<td>$95</td>
</tr>
<tr>
<td>7</td>
<td>Subject Matter Expert</td>
<td>$279</td>
<td>$279</td>
</tr>
<tr>
<td>8</td>
<td>Administrative Support</td>
<td>$50</td>
<td>$50</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LINE #</th>
<th>Pass through Price Lines</th>
<th>YEAR 1 HOURLY RATE</th>
<th>YEAR 2 HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>Other Direct Costs</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>10</td>
<td>Travel Expenses and Reimbursements</td>
<td>N/A – rates above inclusive of any travel-related expenses</td>
<td>N/A – rates above inclusive of any travel-related expenses</td>
</tr>
</tbody>
</table>

- The State makes no guarantee of volume of work effort.
- The Pass-Through Price Lines shall be used to reimburse for Travel and Other Direct Costs only. No mark-up will be provided for Price Lines 10 and 11.
## CATEGORY 2: FINANCIAL AUDITING AND GRANT MANAGEMENT

<table>
<thead>
<tr>
<th>LINE #</th>
<th>STAFF CLASSIFICATIONS</th>
<th>YEAR 1 HOUARY RATE</th>
<th>YEAR 2 HOUARY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>Partner/Principal/Director</td>
<td>$ 298</td>
<td>$ 298</td>
</tr>
<tr>
<td>12</td>
<td>Program-Manager</td>
<td>$ 279</td>
<td>$ 279</td>
</tr>
<tr>
<td>13</td>
<td>Project Manager</td>
<td>$ 225</td>
<td>$ 225</td>
</tr>
<tr>
<td>14</td>
<td>Supervisory/Senior Consultant</td>
<td>$ 179</td>
<td>$ 179</td>
</tr>
<tr>
<td>15</td>
<td>Consultant</td>
<td>$ 129</td>
<td>$ 129</td>
</tr>
<tr>
<td>16</td>
<td>Associate/Staff</td>
<td>$ 95</td>
<td>$ 95</td>
</tr>
<tr>
<td>17</td>
<td>Subject Matter Expert</td>
<td>$ 279</td>
<td>$ 279</td>
</tr>
<tr>
<td>18</td>
<td>Administrative Support</td>
<td>$ 50</td>
<td>$ 50</td>
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</table>

<table>
<thead>
<tr>
<th>LINE #</th>
<th>Pass through Price Lines</th>
<th>YEAR 1 HOUARY RATE</th>
<th>YEAR 2 HOUARY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>19</td>
<td>Other Direct Costs</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>20</td>
<td>Travel Expenses and Reimbursements</td>
<td>N/A – rates above</td>
<td>N/A – rates above</td>
</tr>
<tr>
<td></td>
<td></td>
<td>inclusive of any travel-</td>
<td>inclusive of any travel-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>related expenses</td>
<td>related expenses</td>
</tr>
</tbody>
</table>

- The State makes no guarantee of volume of work effort.
- The Pass-Through Price Lines shall be used to reimburse for Travel and Other Direct Costs only. No mark-up will be provided for Price Lines 19 and 20.
### CATEGORY 3: INTEGRITY MONITORING/ANTI-FRAUD

<table>
<thead>
<tr>
<th>LINE #</th>
<th>STAFF CLASSIFICATIONS</th>
<th>YEAR 1 HOURLY RATE</th>
<th>YEAR 2 HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>21</td>
<td>Partner/Principal/Director</td>
<td>$ 298</td>
<td>$ 298</td>
</tr>
<tr>
<td>22</td>
<td>Program Manager</td>
<td>$ 279</td>
<td>$ 279</td>
</tr>
<tr>
<td>23</td>
<td>Project Manager</td>
<td>$ 225</td>
<td>$ 225</td>
</tr>
<tr>
<td>24</td>
<td>Supervisory/Senior Consultant</td>
<td>$ 179</td>
<td>$ 179</td>
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<td>25</td>
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<td>$ 129</td>
</tr>
<tr>
<td>26</td>
<td>Associate/Staff</td>
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<td>$ 95</td>
</tr>
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<td>27</td>
<td>Subject Matter Expert</td>
<td>$ 279</td>
<td>$ 279</td>
</tr>
<tr>
<td>28</td>
<td>Administrative Support</td>
<td>$ 50</td>
<td>$ 50</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LINE #</th>
<th>Pass through Price Lines</th>
<th>YEAR 1 HOURLY RATE</th>
<th>YEAR 2 HOURLY RATE</th>
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<td>None</td>
</tr>
<tr>
<td>30</td>
<td>Travel Expenses and Reimbursements</td>
<td>N/A — rates above inclusive of any travel-related expenses</td>
<td>N/A — rates above inclusive of any travel-related expenses</td>
</tr>
</tbody>
</table>

- The State makes no guarantee of volume of work effort.
- The Pass-Through Price Lines shall be used to reimburse for Travel and Other Direct Costs 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.