STATE OF INDIANA'S

STANDARD CONTRACT FOR A CONSULTANT FOR A PUBLIC WORKS PROJECT

Contract # 0000000000000000000099957

THIS PUBLIC WORKS CONSULTANT CONTRACT ("Contract"), entered into and between the Indiana Department of Administration's Public Works Division ("State"), and **KPMG LLP** ("Consultant") is executed pursuant to the terms and conditions set forth herein and is governed by Indiana Code 4-13.6, *et seq*. In consideration of those mutual undertakings and covenants, the parties agree as follows:

WHEREAS, the State intends to undertake a public works project to be entitled

Public Works Project Number 2026-00615-036, hereinafter referred to as "Project"

Description: DOC Facilities Masterplans

For and on behalf of: Department of Corrections ("Using Agency");

Located on a site designated as Various DOC Facilities

NOW, THEREFORE, the State and the Consultant, pursuant to the following terms and conditions, and in consideration for those mutual undertakings and covenants, agree as follows:

1. Duties of Consultant.

Consultant shall provide consulting services for the Project. Specific duties are fully described in the Consultant's Proposal, which is attached hereto as **Exhibit A** and fully incorporated herein.

2. Term.

The term of this Contract is 365 days commencing on the date of the last state signatory to this Contract.

3. Consideration.

All payments provided herein are subject to appropriations made and funds allocated as provided by laws of the State of Indiana. The State shall pay the Consultant for of the services rendered under this Contract in current funds not to exceed $3,507,000.00.

4. Accounting Records.

Records of the Consultant's direct personnel, consultant, and reimbursable expense pertaining to this Contract and records of accounts between the State and the Consultant shall be kept in accordance with generally accepted accounting principles. Consultant shall make such materials available at its offices at all reasonable times during the contract term and for three (3) years from the date of final payment under this Contract, for inspection by the State or by any other authorized representative of state government. Copies thereof shall be furnished at no cost to the State if requested.

5. Consultant Recognition.

Whenever renderings, photographs of renderings, photographs of models, or photographs of the services rendered under this Contract are released by the State for publicity, proper credit for design shall be given the Consultant, provided, the giving of such credit is without cost to the State.

6. Certification Board Prequalification; Licensure.

The Consultant certifies that it has been pre-qualified by the State of Indiana's Public Works Division Certification Board to perform the work and furnish the services required by this Project. The Consultant further certifies that all information and documentation submitted by it in its Application for Prequalification Certification, the Consultant's Proposal and submitted in response to the Project, is true, accurate and complete as of the date of this Contract's effectiveness. The Consultant shall immediately notify the State of any material change to such information. The Consultant shall immediately notify the State if, during the course of performance of this Contract, it or any of its principals are proposed for debarment or ineligibility, or become debarred or declared ineligible, from entering into contracts with the federal government or any department, agency or political subdivision of the State.

The Consultant and its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Consultant pursuant to this Contract. The State shall not be required to pay the Consultant for any services performed when the Consultant, its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, or if disciplinary action is taken against the applicable licensure, certification or accreditation, the Consultant shall notify the State immediately and the State, at its option, may immediately terminate this Contract. If this Contract was awarded, in part, due to the involvement of a professional licensed by the Indiana Professional Licensing Agency, the licensed professional shall be listed in **Section 33, Key Persons**, of this Contract. The Consultant shall immediately notify the State if the licensed professional is no longer employed or associated with the Consultant for purposes of this Contract.

7. Conflict of Interest

The Consultant shall avoid all known conflicts of interest with the Consultant's employer or the State and shall promptly inform the State of any known or potential business association, interest, financial or other, or circumstances which could influence its judgment or quality of services under this Contract.

Additionally, if the Consultant is a "consultant" within the meaning of IC 5-16-11-2, the Consultant shall comply with IC 5-16-11, *et. seq.*

8. Access to Records.

The Consultant and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

9. Assignment; Successors.

A. The Consultant binds its successors and assignees to all the terms and conditions of this Contract. The Consultant may assign its right to receive payments to such third parties as the Consultant may desire without the prior written consent of the State, provided that the Consultant gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

B. The Consultant shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. Additionally, the Consultant shall provide prompt written notice to the State of any change in the Consultant's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

10. Assignment of Antitrust Claims.

As part of the consideration for the award of this Contract, the Consultant assigns to the State all right, title and interest in and to any claims the Consultant now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

11. Audits.

The Consultant acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the Consultant to be a "Contractor" under 2 C.F.R. 200.331 for purposes of this Contract. However, if it is determined that the Consultant is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Consultant shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq*.

12. Authority to Bind Consultant.

The signatory for the Consultant represents that he/she has been duly authorized to execute this Contract on behalf of the Consultant and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Consultant when his/her signature is affixed, and accepted by the State.

13. Changes in Work.

The Consultant shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Consultant shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

14. Compliance with Laws.

A. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Consultant to determine whether the provisions of this Contract require formal modification.

B. The Consultant and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq*., IC § 4-2-7, *et seq*. and the regulations promulgated thereunder. **If the Consultant has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the**

Contract, the Consultant shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract. If the Consultant is not familiar with these ethical requirements, the Consultant should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at http://www.in.gov/ig/. If the Consultant or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Consultant. In addition, the Consultant may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Consultant certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Consultant agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Consultant. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Consultant is current in its payments and has submitted proof of such payment to the State.

D. The Consultant warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Consultant agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Consultant's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Consultant, the Consultant may request that it be allowed to continue, or receive work, without delay. The Consultant must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

F. The Consultant warrants that the Consultant and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Consultant affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC § 5-22-3-7:

(1) The Consultant and any principals of the Consultant certify that:

(A) the Consultant, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC §24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC §24-5-12 [Telephone Solicitations]; or

(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) the Consultant will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

(2) The Consultant and any principals of the Consultant certify that an affiliate or principal of the Consultant and any agent acting on behalf of the Consultant or on

behalf of an affiliate or principal of the Consultant, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
(B) will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
15. Condition of Payment.

All services provided by the Consultant under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of and federal, state or local statute, ordinance, rule or regulation.

16. Confidentiality of State Information.

The Consultant understands and agrees that data, materials, and information disclosed to the Consultant may contain confidential and protected information. The Consultant covenants that data, material, and information gathered, based upon or disclosed to the Consultant for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Consultant for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Consultant and the State agree to comply with the provisions of IC § 4-1-10 and IC § 4-1-11. If any Social Security number(s) is/are disclosed by Consultant, Consultant agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

17. Continuity of Services.

A. The Consultant recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another Consultant, may continue them. The Consultant agrees to:

1. Furnish phase-in training; and

2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B.The Consultant shall, upon the State's written notice:

1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and

2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Consultant shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C.The Consultant shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Consultant also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Consultant shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D.The Consultant shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

18. Debarment and Suspension.

A. The Consultant certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Consultant.

B. The Consultant certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Consultant shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

19. Default by State. If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Consultant may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

20. Disputes.

A. Should any disputes arise with respect to this Contract, the Consultant and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Consultant agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Consultant fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Consultant as a result of such failure to proceed shall be borne by the Consultant, and the Consultant shall make no claim against the State for such costs.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Consultant of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Consultant to terminate this Contract, and the Consultant may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

21. Drug-Free Workplace Certification.

As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Consultant hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Consultant will give written notice to the State within ten (10) days after receiving actual notice that the Consultant, or an employee of the Consultant in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of $25,000.00, the Consultant certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Consultant's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Consultant's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Consultant of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

22. Employment Eligibility Verification.

As a condition precedent to entering this contract, and as required by IC § 22-5-1.7 and Executive Order 25-29, the Contractor swears or affirms under the penalties of perjury that the Contractor has not knowingly employed, and will not knowingly employ, an unauthorized alien. The Contractor further affirms that:

A. The Contractor has enrolled in, and verified the work eligibility status of all his/her/its employees through, the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

B. The Contractor has not knowingly employed or contracted with, and shall not knowingly employ or contract with, an unauthorized alien. The Contractor has not retained, and shall not retain, an employee, and has not contracted and shall not contract with a person, that the Contractor subsequently learned or learns is an unauthorized alien.

C. The Contractor has required and shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor and to provide any and all such certifications to the State promptly upon request.

The State may terminate this agreement for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

23. Employment Option.

If the State determines that it would be in the State's best interest to hire an employee of the Consultant, the Consultant will release the selected employee from any non-competition agreements that may be in effect. This release will be at no cost to the State or the employee.

24. Force Majeure.

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

25. Funding Cancellation.

As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

26. Governing Law.

This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

27. HIPAA Compliance.

If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Consultant covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

28. Indemnification.

The Consultant agrees to indemnify and hold harmless the State, its agents, officials, and employees from all claims and suits including court costs, reasonable attorney's fees, and other expenses to the extent caused by any negligent act or omission, or the willful misconduct of the Consultant and/or its subconsultants, if any, in the performance of this Contract. If the Consultant is a professional identified in IC 26-2-5-4(b), this indemnification obligation shall be interpreted in accordance with IC 26-2-5-4. The State shall not provide such indemnification to the Consultant.

29. Independent Contractor; Workers' Compensation Insurance.

The Consultant is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Consultant shall provide all necessary unemployment and workers' compensation insurance for the Consultant's employees, and the Consultant shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

30. Indiana Veteran Owned Small Business Enterprise Compliance.

Award of this Contract was based, in part, on the Indiana Veteran Owned Small Business Enterprise ("IVOSB") participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as "Attachment A-1" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by IDOA's Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Consultant will meet the subcontractor commitments during the Contract term. The following certified IVOSB subcontractor(s) will be participating in this Contract:

IVOSB	PHONE	COMPANY NAME and Contact's email	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION DATES	PERCENT
N/A					

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to IndianaVeteransPreference@idoa.IN.gov, or mailed to IDOA, 402 W. Washington Street, Room W-462, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to IndianaVeteransPreference@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Consultant shall report payments made to certified IVOSB subcontractors under this Contract on a monthly basis using Pay Audit. The Consultant shall notify subcontractors that they must confirm payments received from the Consultant in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Consultant may also be required to report IVOSB certified subcontractor payments directly to the Division of Supplier Diversity, as reasonably requested and in the format required by the Division of Supplier Diversity.

The Consultant's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

31. Information Technology Enterprise Architecture Requirements.

If this Contract involves information technology-related products or services, the Consultant agrees that all such products or services are compatible with any of the technology standards found at https://www.in.gov/iot/2394.htm that are applicable, including the assistive technology standard. The State may terminate this Contract for default if the terms of this paragraph are breached.

32. Insurance. [Modified]

A. The Consultant and their subconsultants (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Consultant for any and all claims of any nature which may in any manner arise out of or result from Consultant's performance under this Contract. The required limits of liability can be obtained with a combination of primary and excess liability policies.

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than $500,000 per person and $2,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

2. Automobile liability for owned, non-owned and hired autos with minimum liability limits of $500,000 per person and $2,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

3. Professional Liability, also known as Errors and Omissions Insurance, for those

Consultant required to hold a professional license by the Indiana Professional Licensing Agency with limits not less than **$3,000,000** per cause of action and **$ 3,000,000** aggregate. This is coverage available to pay for liability arising out of the performance of professional or business related duties, with coverage tailored to the needs of the specific profession. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract

4. The Consultant shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC §22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B.The Consultant's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.

2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Consultant.

3. The State will be indemnified and held harmless to the full extent of any coverage actually secured by the Consultant in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.

4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.

5. The Consultant waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana, **except for Professional Liability insurance.**

C.Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Consultant shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

33. Key Person(s).

A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.

B. In the event that the Consultant is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Consultant shall not be permitted without express written consent of the State.

Nothing in sections A and B, above shall be construed to prevent the Consultant from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Consultant shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key persons to this Contract are:

William F. Zizic, Partner – Engagement Partner
Julie Walburn, Director – Engagement Director
Darren Fancher, Facility Assessment Lead (Licensed P.E., Florida, 67569)
Jeff Goodale, Architecture & Planning Lead (Licensed Architect, Illinois, 001.015752)
Dan Mills, Cost Estimating Lead
pursuant to Section 6 above.

34. Merger & Modification.

This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

35. Minority and Women's Business Enterprises Compliance.

Award of this Contract was based, in part, on the Minority and/or Women's Business Enterprise ("MBE" and/or "WBE") participation plan as detailed in the Minority and Women's Business Enterprises Subcontractor Commitment Form, commonly referred to as "Attachment A" in the procurement documentation and incorporated by reference herein**.** Therefore, any changes to this information during the Contract term must be approved by the Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Consultant will meet the subcontractor commitments during the Contract term.

The following Division of Supplier Diversity certified MBE and/or WBE subcontractors will be participating in this Contract:

MBE/ WBE	PHONE	COMPANY NAME and Contact's email	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION DATES	PERCENT
N/A					

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to MWBECompliance@idoa.IN.gov, or mailed to the Division of Supplier Diversity, 402 W. Washington Street, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to MWBECompliance@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Consultant shall report payments made to Division of Supplier Diversity certified subcontractors under this Contract on a monthly basis using Pay Audit. The Consultant shall notify subcontractors that they must confirm payments received from the Consultant in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Consultant may also be required to report Division of Supplier Diversity certified subcontractor payments directly to the Division of Supplier Diversity, as reasonably requested and in the format required by the Division of Supplier Diversity.

The Consultant's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

36. Nondiscrimination.

Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act:

A. The Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this subparagraph may be regarded as a material breach of this Contract, including for purposes of Indiana Code § 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

B. Contractor covenants that it does not and shall not operate any programs or engage in any practices promoting Diversity, Equity, and Inclusion (DEI), or other similar goals, that violate Indiana or Federal Civil Rights Laws by treating a person differently on the basis of race or sex, such as by considering race or sex when making recruitment, hiring, disciplinary, promotion, or employment decisions; requiring employees to participate in training or educational programs that employ racial or sex stereotypes; or attempting to achieve racial or sex balancing in the Contractor's workforce. The Parties agree that a breach of this subparagraph is a material breach of this Contract, including for purposes of Indiana Code § 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

37. Notice to Parties.

Whenever any notice, statement or other communication is required under this Contract, it will be sent by E-mail or first-class U.S. mail service to the following addresses, unless otherwise specifically advised. Such notice, statement or other communication shall include the Public Works Project Number in the subject line of the E-mail and the body of the notice or other communication.

A. Notices to the State shall be sent to:

Public Works Division, Director
Indiana Department of Administration
402 W Washington St Room W467
Indianapolis, IN 46204
E-mail: rgrossman@idoa.IN.gov

B. Notices to the Consultant shall be sent to:

KPMG LLP
111 Monument Circle #3600
Indianapolis, IN 46204
Attention: William F. Zizic, Partner
E-mail: wzizic@kpmg.com

As required by IC § 4-13-2-14.8, payments to the Consultant shall be made via electronic funds transfer in accordance with instructions filed by the Consultant with the Indiana State Comptroller.

38. Order of Precedence; Incorporation by Reference.

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract, (2) the Selection Letter issued by the State, (3) attachments prepared by the State; (4) if applicable, the *Public Works Designer Manual*; (5) the Consultant's Proposal; and (6) attachments prepared by the Consultant. All of the foregoing are incorporated fully by reference. All attachments, and all documents referred to in this paragraph are hereby incorporated fully by reference.

39. Ownership of Documents and Materials.

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Consultant prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Consultant hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Consultant grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the Materials, other than related to contract performance by the Consultant, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Consultant shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Consultant. Any loss or damage thereto shall be restored at the Consultant's expense. The Consultant shall provide the State full, immediate, and unrestricted access to the Materials and to Consultant's work product during the term of this Contract.

40. Payments.

A. All payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC § 4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana State Comptroller. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC § 4-13-2-20.

B. If the Contractor is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the Contractor agrees that if it fails to fully provide or perform under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

41. Penalties/Interest/Attorney's Fees.

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2-3.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

42. Progress Reports.

The Consultant shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

43. Public Record.

The Consultant acknowledges that the State will not treat this Contract as containing confidential information, and the State will post this Contract on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

44. Renewal Option.

This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC § 5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract.

45. Severability.

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

46. Substantial Performance.

This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

47. Taxes.

The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Consultant as a result of this Contract.

48. Termination for Convenience.

This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to the Indiana Department of Administration and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Consultant of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Consultant shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Consultant shall be compensated for services herein provided but in no case shall total payment made to the Consultant exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that the Indiana Department of Administration shall be deemed to be a party to this agreement with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

49. Termination for Default.

A. With the provision of thirty (30) days' notice to the Consultant, the State may terminate this Contract in whole or in part if the Consultant fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;

2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;

3. Make progress so as to endanger performance of this Contract; or

4. Perform any of the other provisions of this Contract.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Consultant will be liable to the State for any excess costs for those supplies or services. However, the Consultant shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Consultant and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

50. Travel.

No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the *Indiana Department of Administration's Travel Policies and Procedures* in effect at the time the expenditure is made. Out-of-state travel requests must be reviewed by the State for availability of funds and for conformance with *Travel Policy* guidelines.

51. Waiver of Rights.

No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Consultant shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Consultant's negligent performance of any of the services furnished under this Contract.

52. Work Standards.

The Consultant shall execute its responsibilities by following and applying at all times the professional skill, care, and diligence required for this Contract, or, if not set forth herein, ordinarily exercised by competent professionals of good standing in the same discipline, practicing in the same or similar locality, and shall understand and utilize all relevant IDOA Public Works Division standards and technical guidelines including the *Public Works Designer Manual*, where applicable, and other appropriate materials.

If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Consultant shall grant such request.

53. Additional Terms: Limitation of Liability [Added]

Limitation of Liability. Notwithstanding anything else in this Contract to the contrary, including all attachments, the liability of Contractor on account of any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the services performed under the Contract shall be limited to two times (2X) the amount of fees paid to Contractor under the Contract. The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, rule, regulation or tort (including but not limited to negligence) or otherwise, and shall survive contract termination or expiration.

Third Party Service Providers. Contractor will not disclose any information to third parties, except to its partners, principals, employees, subcontractors, and vendors on a business need-to-know basis under nondisclosure obligations at least as protective as those in this Contract. Contractor is authorized to use infrastructure support services (e.g., Microsoft, Oracle, ServiceNow, etc.) to process, store or transmit Client's data in connection with the performance of this Contract.

54. Because the following sections have been revised from the OAG Form Approved Consultant Contract under FA 25-75, this Consultant Contract is routing to the Office of Attorney General for legal review & approval.

32. Insurance. [Modified]
53. Additional Terms: Limitation of Liability [Added]

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Consultant, or that the undersigned is the properly authorized representative, agent, member or officer of the Consultant. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Consultant, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Consultant attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained herein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: https://secure.in.gov/apps/idoa/contractsearch/

IN WITNESS WHEREOF, the Consultant and the State have, through their duly authorized representatives, entered into this Contract for Public Works Project Number 2026-00615-036. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

KPMG LLP

DocuSigned by:
By: William Zizic \s1\
5891970BF6994B5...

William F. Zizic
Partner
P1\

Date:\
d1\
d2\

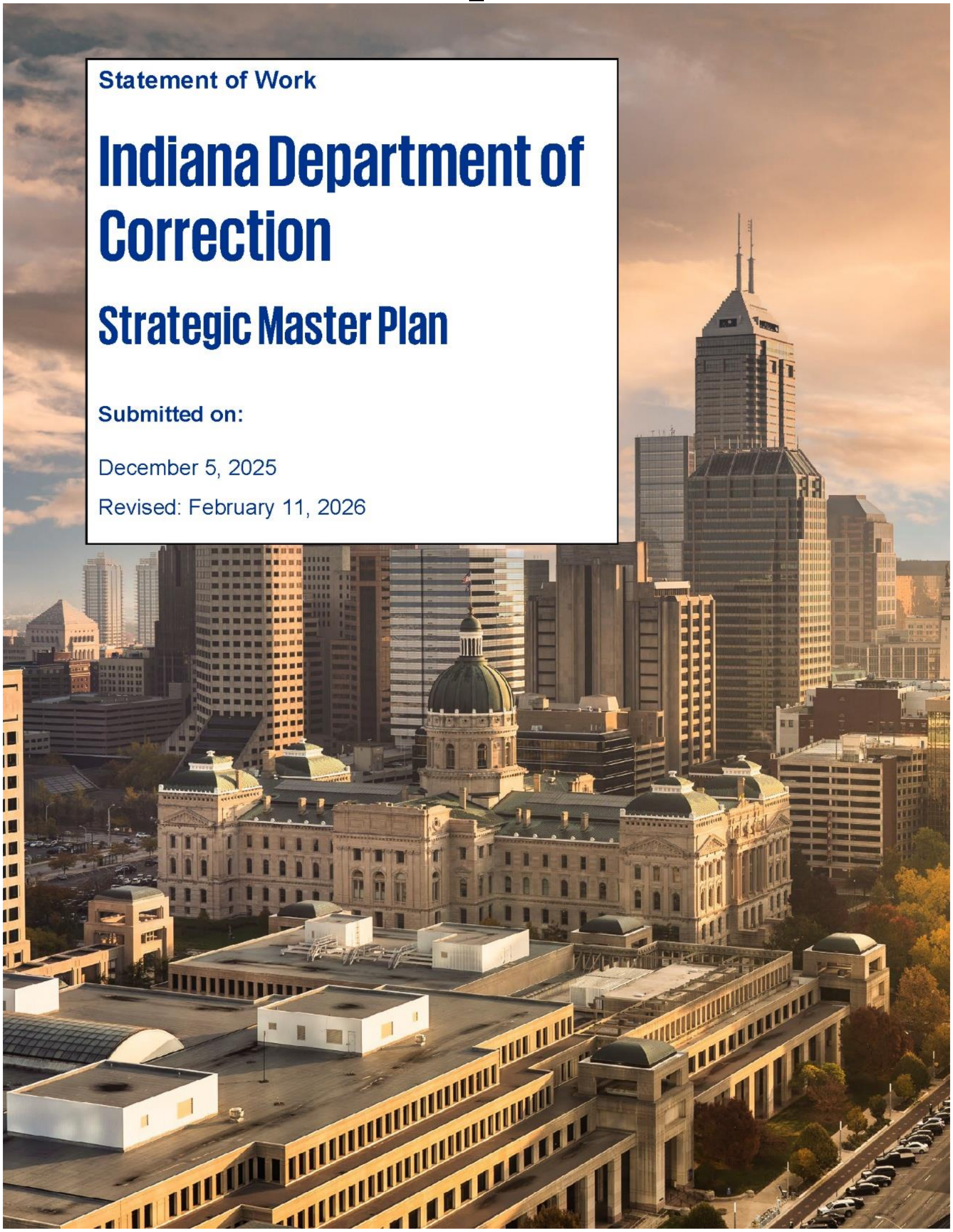
Department of Administration
Public Works Division

Signed by:
By: Robert Grossman \s2\
7FE90B156DAD4FD...
Robert Grossman, Director
For IDOA Commissioner if less than $10,000,000

Date:\

Electronically Approved by: Department of Administration By: (for) Brandon Clifton, Commissioner	
Electronically Approved by: State Budget Agency By: (for) Chad Ranney, State Budget Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: (for) Theodore E Rokita, Attorney General

Exhibit A



Statement of Work

Indiana Department of Correction

Strategic Master Plan

Submitted on:

December 5, 2025

Revised: February 11, 2026

December 5, 2025
Revised February 11, 2026

Mr. Brandon Clifton
Commissioner
Indiana Department of Administration
State of Indiana
402 W. Washington St.
Indianapolis, IN 46204

Dear Mr. Clifton,

KPMG LLP (KPMG) is pleased to submit a proposed Statement of Work to the Indiana Department of Administration (IDOA) for the development of a comprehensive Strategic Master Plan for the Indiana Department of Correction (IDOC). Our team brings significant experience in correctional facility master planning and operational strategy; we are uniquely positioned to support Indiana in creating an updated plan that addresses the staffing, operational, management and renovation needs of the correctional system.

KPMG has a strong presence in Indiana, with an office located in downtown Indianapolis and a deep commitment to serving the State. As the lead engagement partner and an Indiana resident, I will be available to provide local insight and accessibility throughout the project. Additionally, our project team includes professionals who bring extensive experience and share a deep commitment to Indiana's success.

Having recently delivered similar strategic planning projects for multiple state correctional systems, our team is prepared in two specific ways to deliver services for Indiana efficiently and effectively:

- **Investment in Indiana:** Our long history working with IDOC on prior initiatives, such as the Offender Management System and DTS-VNS, means that our team brings a wealth of knowledge directly related to IDOC stakeholders, processes, and mission. Our knowledge of the State of Indiana and its counties allows us to leverage that understanding to provide recommendations tailored to the State's needs.
- **Multi-disciplinary Experience:** We leverage the diverse experience of our multidisciplinary specialists, who possess extensive skills in data analysis, forecasting, facility design, engineering, and real estate management. This breadth of knowledge allows us to provide a robust planning approach that addresses the diverse requirements of your agency.
- **Demonstrated Track Record and Rapid Mobilization:** Having collaborated with multiple state departments in correctional master planning engagements, our team is ready to mobilize swiftly and deliver within the timeframe set forth by IDOA and IDOC.

Our commitment remains steadfast in supporting Indiana through skilled analysis and professional integrity. We are excited about this opportunity to contribute to the enhanced operation of your correctional facilities.

Respectfully submitted,
KPMG LLP

William Bill Zizic
Partner, Public Safety Lead

Table of Contents

Executive Summary

The Indiana Department of Administration and the Indiana Department of Correction seek support to develop a Strategic Master Plan that addresses the long-term operational, facility, and staffing needs of the correctional system. This initiative builds on prior collaboration and leverages KPMG's extensive experience in corrections planning and analytics. Our approach combines a thorough assessment of current facility conditions and functionality with forward-looking analysis of inmate population trends, staffing requirements, and capital investment priorities. By integrating these insights into a dynamic planning framework, we aim to provide the Department with a clear, actionable roadmap for sustainable operations and fiscal responsibility.

KPMG has a proven history of delivering strategic planning services to correctional agencies nationwide. Our deep understanding of correctional operations, combined with industry-leading methodologies and advanced data analytics, positions us to deliver a master plan that is both practical and visionary. This plan will serve as a foundational tool for guiding capital investments, enhancing facility utilization, and promoting alignment with programmatic and regulatory requirements.

The objective of this engagement is to develop a data-driven, phased Master Plan that enables the Department to:

- **Forecast future requirements** by analyzing inmate population trends, housing and programmatic demands, staffing needs and labor market drivers to help ensure long-term operational effectiveness.
- **Assess and prioritize facility needs** through a comprehensive condition and functionality evaluation, supported by a Facility Condition Index and prioritization matrix.
- **Provide actionable capital planning tools**, including cost projections, site-specific phased development plans, and conceptual prototypes for modernization of existing space or creation of new space.
- **Deliver dynamic resources** such as an interactive analytics dashboard and photo library to support ongoing planning, budget forecasting, and decision-making beyond the life of the engagement.

This Strategic Master Plan will empower the Department to make informed, strategic decisions that balance operational continuity, fiscal responsibility, and compliance with leading practices and regulatory standards.

In entering into this agreement, IDOA represents to KPMG that it obtained all legal consents necessary to make this award to KPMG without competition and that the award is made in accordance with all applicable law, regulations, rules, policies, and requirements.

Scope of Work

This Statement of Work (SOW) outlines KPMG's engagement with the Indiana Department of Administration (IDOC) and Indiana Department of Correction (IDOC) to deliver a Strategic Master Plan. The engagement is divided into two phases: Phase One establishes the analytical foundation through population, staffing, and labor market analyses of 18 adult correctional facilities and 3 juvenile correctional facilities. Phase Two builds upon these insights to assess facility conditions, develop capital plans, and create phased site development strategies for 18 adult correctional facilities, 3 juvenile justice facilities, and the training academy. Together, these phases provide IDOC with actionable insights and tools to help ensure operational sustainability, fiscal responsibility, and alignment with future needs.

Project Overview

This master planning engagement for the Indiana Department of Administration (IDOA) and Indiana Department of Correction (IDOC) is structured into two distinct phases, focusing on staffing and population analytics, as well as facility capital needs.

Phase One establishes the analytical foundation for all planning decisions and is scheduled for completion by August 7, 2026. It includes an analysis of staffing and resources, labor market influencers, and population trends of 18 adult correctional facilities and 3 juvenile correctional facilities. These components provide IDOC with a clear understanding of workforce requirements, external labor market conditions, and inmate population trends, including subpopulations defined by security level, age, gender, and specialized housing needs, such as medical and mental health issues. By leveraging historical data, forecasting future needs, and applying industry-leading practices, Phase One aims to ensure that facility and staffing recommendations are aligned with operational realities and future projections.

Phase Two builds upon these insights to address the physical infrastructure of IDOC facilities. This phase includes facility condition assessments, development of a Facility Condition Index (FCI), cost projections, and phased site development plans for 18 adult correctional facilities and 3 juvenile correctional facilities. Please note that Phase 2 excludes the correctional facility under construction in Westville, Indiana and provides for a partial condition assessment for the pre-existing Westville Correctional Facility. It also delivers conceptual renderings and dynamic planning tools, including dashboards and photo libraries. These deliverables empower IDOC to prioritize capital investments, maintain operational continuity, and manage fiscal responsibilities effectively.

Together, Phase One and Phase Two create a thorough, data-driven platform for strategic decision-making —whether delivered concurrently or consecutively—helping ensure that IDOC's modernization strategy is practical, phased, and supported by defensible cost estimates and visual planning resources.

Phase One: Staffing, Labor Market and Population Analytics

Phase One establishes the analytical foundation for the Indiana Department of Correction's (IDOC) master planning process and is scheduled to be completed by July 31, 2026. This phase is designed to provide a detailed understanding of the operational environment, so that all subsequent recommendations for facilities, staffing, and resource allocation are grounded in accurate, data-driven insights.

The focus of Phase One is threefold:

- **Staffing and Resource Analysis –** KPMG will work with IDOC to review organizational structures, service delivery models, and current staffing levels across facilities. This includes examining vacancy rates and turnover trends to understand staffing dynamics. We will assess staffing needs required to manage the inmate population effectively, including both security and non-security roles such as program and maintenance staff, while accounting for relief factor requirements. We will consult with IDOC leadership to review existing policies, procedures, and standard operating practices. As a part of this effort, we will evaluate staffing models between custody and non-custody staff, aligned with operational requirements and industry practices. Using this information, we will project staffing needs through a process that incorporates inmate population forecasts, anticipated space requirements, and staffing efficiency goals. At the conclusion of this analysis, we will provide insights and recommendations to support workforce planning and operational alignment.
- **Labor Market Analysis –** KPMG will work with the IDOC to provide a labor market and wage analysis that supports workforce planning. This includes identifying the employee types needed for correctional operations and reviewing current staffing levels at each facility. We will map where potential staff are located, determine practical recruitment radii for each site, and identify local factors—such as prevailing wages—that influence hiring outcomes. Statewide and local labor projections will be incorporated to give IDOC a clear view of staffing vulnerabilities and opportunities. These insights will help inform decisions related to facility investment, recruitment strategies, and long-term workforce planning.
- **Population Analytics –** KPMG will collaborate with IDOC to obtain and analyze correctional data to develop a deep understanding of inmate population trends. This includes historical analysis and forecasted population growth, as well as a detailed understanding of subpopulations that drive housing and staffing considerations, such as security level, medical needs, gender, and other specialized requirements. Insights will be visualized in executive dashboards and integrated into a dynamic analytics tool, ensuring facility and staffing recommendations align with current and future population needs.

Together, these components provide IDOC with a robust, data-driven platform for strategic decision-making. Phase One helps ensure that facility modernization, staffing strategies, and capital investments are informed by accurate population forecasts, operational requirements, and labor market realities, by laying the groundwork for sustainable, cost-effective corrections planning.

Phase Two: Facility Assessment and Capital Planning

Phase Two of the IDOC Master Planning project builds on the capacity and staffing analytics established in Phase One by delivering a comprehensive, data-driven roadmap for facility modernization and capital investment. This phase focuses on evaluating existing facility characteristics, quantifying capital improvement needs, and developing phased strategies that align infrastructure improvements with future capacity expectations, other operational priorities, and long-term fiscal sustainability.

Through on-site inspections, benchmarking against national standards, and advanced cost modeling, Phase Two provides actionable insights that prioritize infrastructure needs and support IDOC's future objectives. KPMG will conduct detailed condition and functionality assessments, create a Facility Condition Index (FCI), and develop a prioritization matrix for capital improvements. These efforts will be complemented by cost projections, phased site development plans, and conceptual renderings—making the recommendations evidence-based, operationally sound, and tailored to IDOC's modernization strategy.

By combining these elements, Phase Two equips IDOC with a clear, strategic roadmap for capital planning that safeguards operational continuity, improves resource allocation, and drives informed decision making across the correctional system.

Physical Plant Assessment Overview

Our physical plant assessment will deliver a thorough evaluation of both the current condition and long-term functionality of the client's facilities.

Condition Assessment
We will begin by establishing an objective baseline of the physical state of all buildings and systems. Our team will conduct detailed inspections of every infrastructure component—from the building envelope and roof to HVAC, electrical, and security systems—and will assign ratings on a scale from *Excellent* to *Critical*. This process will provide a clear, data-driven snapshot of immediate and future maintenance needs.

Functionality Assessment
In parallel, we will assess whether facilities are fit for their intended purpose and aligned with the agency's program objectives, both now and in the future. Sites will be measured against recognized leading practices and standards from organizations such as the National Institute of Corrections (NIC) and the American Correctional Association (ACA). This forward-looking analysis will evaluate operational effectiveness, security, space utilization, inmate capacity, and compliance with key regulations, including ADA and PREA.

Strategic Capital Planning
Finally, we will synthesize findings from both assessments into a strategic capital planning framework. By calculating the Facility Condition Index (FCI) - the ratio of immediate repair costs to total replacement value - we will provide a standardized metric for comparing facilities across the portfolio. This data will inform a prioritization matrix, equipping the client with a clear, actionable roadmap for allocating resources to maintenance and capital improvement projects.

Cost Projection

Based on the findings from our condition assessment and an analysis of future needs, we will develop detailed cost projections for all recommended work. To help ensure these projections are realistic and defensible, our team will analyze historical maintenance expenditures and will benchmark them against industry-standard data from sources such as RS Means and BOMA.

Recognizing that costs are heavily influenced by regional economic factors, we will develop localized square-foot cost metrics tailored to specific locations. These projections will then be translated into a state budget pro forma format, providing a clear financial roadmap that will outline future budgetary impacts, cash flow requirements, and the anticipated return on investment for proposed capital projects.

Phased Site Development Planning

Guided by our analysis of the inmate population and our comprehensive condition assessment, we will collaborate closely with the Department to identify the need for specific facility upgrades, expansions, or replacements in areas such as inmate housing, programs, medical, and other infrastructure services.

For each recommendation, we will provide detailed site plans that will strategically phase the work, providing a clear and logical progression of the project. This site-by-site phased approach will serve as a key differentiator, allowing the facility to maintain full operations and preserve critical bed, program, and operational space throughout the project.

In addition, this approach will offer significant fiscal flexibility by enabling work to be completed in manageable cycles as budgets allow, thereby avoiding the operational risk and financial burden associated with a single, large-scale rehabilitation. The phasing will incorporate all steps required to reach a final design and will extend throughout the planning cycle and beyond, helping to ensure sustained operational continuity and fiscal responsibility.

Conceptual Design and Prototyping

To translate recommendations into a tangible vision, we will provide conceptual renderings for any proposed new buildings or components, such as housing units, program buildings, or officer workstations. We will consult closely with Department staff to develop these prototypical concepts.

This process will deliver two key benefits: it will validate that the site can support the proposed building's size and capacity, and it will create prototype planning designs. These prototypes will standardize the approach for future projects, leading to more predictable staffing, consistent operations, and increased efficiency across the entire footprint.

It is important to note that these prototypes will serve as foundational designs for strategic planning rather than final construction documents.

Interactive Planning Dashboard

A dynamic database and interactive dashboard—developed in Power BI or Tableau—will be delivered as a planning tool. This dashboard will include all building assessment and cost data, enabling users to view, analyze, and export information. It will support budget forecasting throughout the planning period and beyond, allowing for ongoing prioritization of capital needs based on condition, cost, priority, and other defined factors. The framework will allow the development of annual capital budget requests using data-driven insights.

Photo Library

A photo library documenting all conditions observed during site visits will be compiled in accordance with agency policies. This library, typically containing 6,000 to 8,000 photographs or more, will be organized and cataloged by building. Upon completion, the library will be provided to the agency as a reference resource, offering visual documentation to supplement data when preparing capital budget requests.

Our Approach

Our approach to delivering this strategic initiative has been carefully designed based on the methodologies we have refined to align closely with your evolving needs. Driven by our robust, proprietary framework, our methodology provides for thorough delivery across each focus area. Below, we outline the methodologies and our approach to utilizing them to fulfill the Department's objectives.

Understanding Your Needs

The Indiana Department of Correction operates numerous facilities across the state, each with unique challenges related to staffing, security, infrastructure, and future growth of the offender population. Despite current constraints, these facilities require strategic planning to meet both immediate and long-term requirements.

Our team of multidisciplinary specialists possesses the experience and capability to develop a master plan that offers viable options to address these critical challenges. We are committed to close coordination and unhindered communication with IDOA and IDOC throughout each phase of the project, fostering strong collaboration and engagement for successful outcomes.

Defining Success

Success is achieved through careful planning and execution. We believe success will rely on the following five key factors:

Security and Flexibility: Understanding the priority of maintaining facility security and adherence to constitutional obligations, our master plan will be developed to support flexible management of offender populations during renovations and throughout long-term planning horizons.

Integrated Planning: Our team will craft a master plan that addresses critical relationships among facilities, staff, offenders, and administration, integrating a detailed evaluation and prioritization of facility conditions, functionality, staffing needs, and population trends. Our approach spans a ten-year horizon, addressing:

- Facility adequacy and security enhancements
- Population management strategies
- Staffing and training requirements
- Renovation and modernization priorities

Strategic Alignment: Incorporating a systematic and regional portfolio approach, the master plan will align with the Department's mission across facility types, including:

- Security, general population, specialized treatment areas (mental health, substance abuse), and educational spaces
- Emergency preparedness and overflow capacity

Achievable Outcomes: Our plan will provide actionable roadmaps for smoothly and efficiently navigating each phase of the project. Beyond the deliverables specified in the RFP, our plan will include:

- Capacity planning for future offender management
- Flexible facility usage to accommodate temporary relocations for renovations
- Reserve plans for unforeseen demands or emergencies

Collaborative Engagement: Our team recognizes the importance of stakeholder input, working with corrections professionals to address the Department's most significant priorities. Continuous engagement with agency leadership helps ensure the plan reflects collective insights and institutional knowledge. Throughout the engagement, we will conduct a weekly status update with identified key stakeholders to update on progress.

Methodology Overview

Our proposed approach consists of four phases designed to achieve the objectives specified in this Statement of Work. This approach provides for the efficient and effective delivery of all required outcomes in sequence. We anticipate active participation from IDOC leadership and staff throughout the engagement:

Stage 1: Initial Planning

- Project kickoff to confirm objectives, timelines, roles, and communication protocols. Confirm client needs and establish a project charter, identifying key roles and responsibilities. Develop project schedules and control processes.

Stage 2: Assessment and Research

- Initiate extensive site visits and stakeholder engagement. Assess current facility conditions and staffing levels to identify gaps between operational needs and available resources.
- Develop a structured approach for gathering quantitative and qualitative data from site visits, operational reports, and stakeholder interviews. Validate data accuracy through cross-referencing with existing records and real-time observations.

Stage 3: Strategic Development

- Utilize insights gathered to craft robust facility improvement and population management plans. Prioritize renovation schedules and staff management strategies aligned with long-term objectives.

Stage 4: Implementation Planning and Feedback

- Develop detailed strategic implementation guidelines, adaptability provisions, and feedback mechanisms to support continuous improvement and alignment with future years' facilities and funding capabilities.

Our structured approach helps ensure adherence to scope, schedule, and budget, while delivering focused outputs designed to improve the use of correctional resources across Indiana, fostering efficient operations over the planning horizon.

By applying our proven frameworks and methodologies, we commit to delivering a master plan that successfully meets the Department's objectives and sets a strategic path for correctional facilities into the future.

Deliverables

1. **Project Management Plan and Work Plan:** The Project Management Plan and Work Plan will cover both phases of the project, Phase 1 Staffing Assessment and Phase 2 Facility Assessment and Capital Planning. The deliverable will outline how the project will be executed, monitored, and controlled to achieve its objectives. It defines scope, schedule, resources, communication, and risk management strategies, serving as a roadmap for the team and stakeholders. The plan will also include a project schedule that organizes key activities, tasks, and milestones across the project. It serves as a timeline-driven guide to help ensure work is sequenced logically, dependencies are managed, and progress can be tracked effectively.
2. **Monthly Status Reports:** The Monthly Status Reports will cover both phases of the project, Phase 1 Staffing Assessment and Phase 2 Facility Assessment and Capital Planning. The status reports will include a summary of level of effort, project progress, key accomplishments, upcoming activities/milestones, and any issues or risks requiring attention. Monthly status reports will also include an update on site visits completed to conduct staffing and facility condition assessments within the reportable timeframe.
3. **Interim Corrections Workforce & Population Analytics Report:** The Interim Corrections Workforce & Population Analytics Report will cover Phase 1 of the project, Staffing Assessment. The deliverable will present preliminary findings from key analyses, including staffing and resourcing, labor market trends, and population trends. It provides IDOC with early insights to inform decision-making and validate assumptions before the final report is completed. This report will be reviewed and discussed with IDOC to confirm alignment and gather feedback.
4. **Corrections Workforce & Population Analytics Report:** The Corrections Workforce & Population Analytics Report will cover Phase 1 of the project, Staffing Assessment. The deliverable will consolidate all activities and findings from the first phase of the project, including key analyses on staffing and resourcing, labor market trends, and population trends. It provides a comprehensive summary of progress, insights, and recommendations developed during this phase. This report will be reviewed and discussed with IDOC, and any feedback will be incorporated before finalization.

   4.1. **Corrections Workforce & Population Data Analytics Tools:** Tools designed to support key analyses completed in Phase 1. These tools will feature interactive dashboards that allow IDOC to explore data dynamically, visualize trends, and generate insights to inform decision-making. While finalized, the tools will remain available for adjustments throughout the remainder of the project to help ensure alignment with evolving needs and feedback.
5. **Interim Insights on Corrections Capital Assessment:** The Interim Insights on Corrections Capital Assessment will cover Phase 2 of the project, Facility Assessment and Capital Planning. The deliverable will provide preliminary findings and progress updates on key

activities, including physical plant assessments, cost projections, phased site development planning, and conceptual design and prototyping. This report offers IDOC early insights into Phase 2 work and will be reviewed and discussed to incorporate feedback before finalization.

6. **Multi-Year Master Plan Draft and Presentation of Findings:** The Multi-Year Master Plan Draft and Presentation of Findings will bring together the Phase 1 Corrections Workforce & Population Analytics Report and the Phase 2 Facility Assessment and Capital Planning into a combined draft report and presentation to key stakeholders for critical feedback. The deliverable will combine insights from the Corrections Workforce & Population Analytics Report to provide strategic recommendations for the next decade. The plan will provide a holistic framework that considers the interplay between facilities, staffing, population trends, and administrative needs, supported by an evaluation of current conditions and future priorities. It will outline long-term strategies for improving security, managing population growth, strengthening workforce capabilities, and guiding modernization efforts. A formal presentation will accompany the draft to share findings and gather feedback before finalizing the Plan.

7. **Multi-Year Master Plan:** The Multi-Year Master Plan will reflect feedback from the previous deliverables into a final Multi-Year Master Plan, covering Phase 1 and Phase 2 of the project. The deliverable will provide a roadmap that integrates findings from both the corrections staffing and population analytics and the capital assessment phase with strategic recommendations for long-term success. It provides a cohesive framework addressing facility conditions, population trends, staffing needs, and modernization priorities, while also including detailed cost projections and phased implementation strategies to guide execution. This finalized plan incorporates stakeholder feedback and serves as a practical, actionable guide for future decision-making and resource allocation

   7.1. **Photo Library of Facility Conditions:** A photo library documenting conditions observed during site visits, compiled in accordance with agency policies. The library will be organized and cataloged by building to provide a clear visual reference.

   7.2. **Capital Planning Data Analytics Tool:** An advanced analytics tool designed to support long-term capital planning decisions. It integrates facility conditions, functionality, staffing needs, and population trends into an interactive dashboard, enabling stakeholders to evaluate priorities, model scenarios, and make data-driven decisions for modernization and resource allocation.

KPMG delivery team

A leading global firm, KPMG is composed of advisory professionals, subject matter specialists and industry professionals dedicated to assisting state and local government clients to improve service delivery and to operate in the most efficient manner. KPMG will be augmented by **Fancher and Associates** and **HOK** as first tier subcontractors. The professionals who will work with IDOC and IDOA have hands-on experience in staffing and population analytics, infrastructure strategy, capital planning, asset management and construction management in a correctional environment. In addition, our people have deep experience supporting both agencies and understand Indiana government very well.

The **KPMG Team** will be led by Delivery Executive, **Bill Zizic** who has more than 19 years of experience supporting justice and public safety strategy efforts. The Engagement Director and Project Lead, **Julie Walburn** brings a tremendous breadth of experience with more than 30 years in public service, including adult and juvenile corrections. She has success leading large public organizations, and a history of building strong working relationships and meeting operational challenges to carry out complex, multilevel strategic agendas. **Tricia Harper** brings over 25 years of experience working with senior leaders to transform their agency operations across a range of sectors.

From subcontractor **Fancher and Associates, Darren Fancher, P.E.,** will be extensively involved in site assessments, phased facility site planning, site development needs, and cost estimation work. **Fancher and Associates** will be supported by second tier subcontractor, **Kikoda**, to support the development of data analytics tools to support the project. From **HOK**, **Jeff Goodale** has extensive experience with prison construction and rehabilitation. HOK's scope of work will include unit cost development, site development needs, and development of conceptual prototypes for any proposal new buildings, facilities, or renovations, as needed. HOK will be supported by **The MH Group. Dan Mills** from **The MH Group** has a track record of providing support to Indiana Department of Corrections projects and will provide cost estimating support to the capital planning efforts. You will find additional highly qualified leaders outlined in our response that round out our full capability in delivering this complex engagement.

In choosing the KPMG Team, IDOC and IDOA will receive the highest levels of service from our deeply experienced professionals. We are passionate about serving our clients and delivering the master plan that will meet and exceed expectations. In the aggregate, our response reflects a commitment to scale our services and build capacity at a technical level by bringing seasoned peers who have worked across the country on the same facility, workforce, organizational, and strategic initiatives assessment IDOC and IDOA want to address.

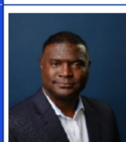
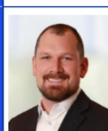
Key personnel experience and qualifications

The depth of our team's experience is a key advantage of selecting our firm to develop the comprehensive master plan for the Indiana Department of Correction. Our commitment to establishing a long-term partnership with the Department is evident through the expertise embodied by the team members chosen to serve you. Please refer to Attachment I for detailed resumes of our highly qualified team.

We have assembled a team with extensive experience in correctional facility planning and strategic development to aid the Department in its mission to optimize facility management and renovations:

Our firm is recognized as a leader in consulting services for public sector strategic planning. We equip our partners and employees with the necessary resources to reinforce high-performance delivery. We will leverage these resources throughout this engagement by providing the following services:

Role	Name	Experience and Qualifications
Engagement Partner	 William Zizic	Bill serves as leader of the KPMG Public Safety domain with over 20 years of strategic and operational transformation experience serving public sector executives in the state, county, city, and university. He also leads the Elevate for Government performance transformation campaign at KPMG along with justice and public safety domain across advisory. Bill's passion and focus is helping public sector enterprises to become more effective, efficient, and proactive in achieving their missions and serving their communities. Bill is an Indiana resident and graduate of Culver Military Academy in Culver, IN and the University of Notre Dame in South Bend, IN.
Indiana Account Partner	 Tricia Harper	Tricia is a Partner in KPMG's Consulting Services practice and is the dedicated Lead Partner for the State of Indiana. With over 25 years of experience, she currently leads KPMGs work across the State, including INDOT, IDOC, DCS, INPRS, as well as overseeing Higher Education service delivery. Spending several weeks a month working alongside clients in Indianapolis, she has an extensive local network and serves as KPMG's key point of contact to national and global initiatives.
Engagement Director and Project Lead	 Julie Walburn	Julie Walburn is a seasoned corrections and public safety leader with extensive experience in both adult and juvenile justice systems. She spent over two decades with the Ohio Department of Rehabilitation and Correction, holding leadership roles that shaped statewide policy, compliance, and operational strategies across the prison system. Julie also served as Assistant Director for Ohio's Department of Youth Services, where she led transformative initiatives that reduced facility violence and expanded educational and community-based opportunities for youth. Currently a Director at KPMG, she partners with state agencies on offender management system modernization, master planning, and operational improvements to drive efficiency and long-term strategic outcomes. Her expertise spans policy development, process optimization, and cross-sector collaboration to advance public safety and rehabilitation goals nationwide.
Project Design Lead – Facility Assessments	 Darren Fancher, PE	Fancher is versatile, and hands-on professional with broad experience in engineering, building system design, project management, technical analysis, financial analysis, and operations involving critical infrastructure systems and correctional environments. He has vast experience in engineering-related projects, HVAC system design and evaluation, critical system operation, and technical resolutions. Fancher is dedicated towards improving system and organizational performance through a comprehensive analysis of business processes, life cycles, and

Role	Name	Experience and Qualifications
		stakeholder outcomes. He is highly organized professional known for solving complex problems.
Project Design Lead – Architecture and Planning	 Jeff Goodale	Jeff has more than 30 years of experience master planning, programming, and designing Justice projects. He is recognized within the industry as a thought leader at the forefront of justice rehabilitative design and innovation. Jeff's leadership and commitment to a team approach help drive consensus building and mutual responsibility. He is a recognized specialist in correctional facility programming and master planning, relying on years of experience working directly with users to derive operationally efficient and complete building programs. Jeff considers all aspects of the project need from staffing and staff retainage energy and water, impact on recidivism and inmate programs, facility environment impact and lifecycle. As a designer of these same facilities, his program and master plan are ready to move right into the design environment. Further, Jeff utilizes his extensive background on LEAN processes to deliver a streamlined and highly efficient program effort, complete with preplanning, interactive pull planning and other elements that make up a LEAN project.
Project Design – Cost Estimating	 Daniel Mills	Having successfully managed the completion of over $2.6 billion in public works construction, Dan is an industry veteran who has served as project manager and estimator coordinating and tracking projects costs. He has over 24 years of experience and is highly respected by clients and fellow workers for his knowledge, integrity, and obvious concern for their interests. His professionalism has enabled him to successfully work on a variety of project types and deal with multiple user groups and community concerns.
Project Design Lead – Data & Analytics	 James Moore Jr.	Dr. Moore is an accomplished and results-oriented Labor Economist with a strong record of overseeing and improving federal and state education, social programs, and workforce development programs. He has over 25 years of proven skills in project management, program evaluation, labor economics, education, social programs, labor policy, research and survey methodology, regulation analysis, quantitative research, and data analysis.
Project Manager	 Stephen O'Connell	Stephen is a Manager in KPMG's Enterprise Strategy and Operations practice with over 10 years of professional experience. At KPMG, Stephen is committed to providing solutions and strategies to public sector clients navigating evolving challenges and opportunities, with a core focus on state and local justice and public safety agencies, public health, and institutions of higher education. Key projects include efforts to improve outcomes for justice-involved people by enhancing services, strategy, and operations; to promote the use of data to strengthen decision-making and organizational effectiveness; and to enhance collaboration across complex systems. Stephen is a core member of Enterprise Strategy and Operations, Justice and Public Safety, and Higher Education domain teams.

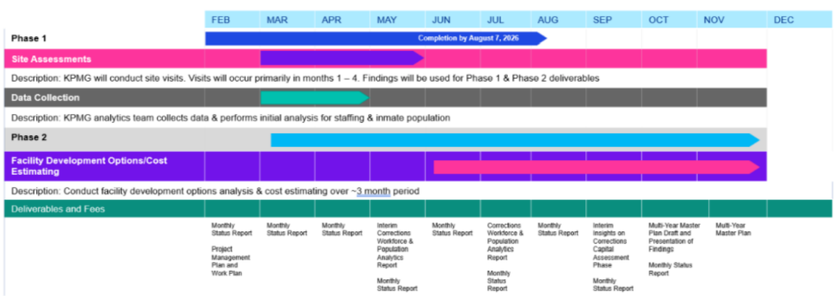
Appendix A: Contract for Services

UPDATED FEBRUARY 4, 2026: Contract terms are provided in a separate document.

Appendix B: Project Delivery

Project Schedule

This version of the project schedule outlined in this Statement of Work (SOW) details a concurrent schedule, wherein Phase 1 and Phase 2 occur simultaneously, resulting in a 10-month anticipated project duration. The schedule is preliminary and intended to provide an overview of the anticipated timeline. It is subject to revisions and will be finalized in collaboration with IDOA and IDOC. The current timelines, deadlines, and milestones are estimates and should not be considered final. Adjustments may be necessary based on client needs, IDOC resource availability, and other factors identified during contract discussions. Project kickoff may impact the ability of the team to deliver according to this schedule.



Project Fees

KPMG's philosophy in serving IDOA and IDOC is to generate value and potential benefits greater than the cost of our services. Our fees are consistent with continuing our long-term professional relationship and represent our commitment to creating value for IDOC. It is important that you feel our services are of high quality and that our fees are fair.

We are proposing a total fixed fee of **$3,507,000,** based on a fully loaded rate per hour per resource, which includes all travel, materials, equipment, and technology required to support delivery. At KPMG, our fixed-fee model ensures complete budget predictability and cost certainty by establishing a defined scope and deliverables for an agreed-upon, deliverable-based price. This approach aligns our objectives with yours, provides full transparency, and places the delivery risk on us—ensuring you receive the outcomes you expect without any financial surprises.

Deliverable Breakout	Task Fee
Deliverable 1 • Phase 1 and Phase 2 Project Management Plan and Work Plan	$100,000
Deliverable 2 • Phase 1 and Phase 2 Monthly Status Reports (9) • Summary of level of effort, completed site visits, project progress, key accomplishments, upcoming activities/milestones, and any issues or risks requiring attention.	$225,000 ($25,000/Month)
Deliverable 3 • Phase 1 Staffing Assessment • Interim Corrections Workforce & Population Analytics Report	$257,000
Deliverable 4 • Phase 1 Staffing Assessment • Corrections Workforce & Population Analytics Report • Data Analytics Tools	$1,350,000
Deliverable 5 • Phase 2 Facility Assessment and Capital Planning • Interim Insights on Corrections Capital Assessment Phase	$225,000
Deliverable 6 • Phase 1 and Phase 2 • Multi-Year Master Plan Draft and Presentation of Findings	$100,000
Deliverable 7 • Phase 1 and Phase 2 • Multi-Year Master Plan • Photo Library of Facility Conditions • Capital Planning and Data Analytics Tool	$1,250,000
Total	**$3,507,000**

Team scope and level of effort

This engagement is structured as a firm fixed price by deliverable engagement and will be billed in fixed deliverable amounts as stated in this SOW as deliverables are completed, according to the Deliverable Table provided above. The estimated hours and rates per hour below are provided for informational purposes only, and are subject to change given the fixed price nature of this project. Additionally, invoices will be submitted by deliverable and hours and rates will not be included in invoices for this project.

Role	Project Scope	Project Phase(s)	Estimated Hours	Fully Loaded Rate (Travel and Expenses)
Bill Zizic **KPMG Engagement Partner**	Provides executive oversight and strategic guidance for the engagement. Ensures the project is aligned with KPMG quality standards, contractual commitments, and client expectations. Serves as the ultimate point of escalation and offers senior-level advisory input across all phases.	PH 1 Staffing Assessment PH 2 Facility Assessment and Capital Planning	210	$420
Tricia Harper **KPMG Indiana Account Partner**	Serves as the Account Partner for the State of Indiana, providing account-level insight and executive support for the engagement.	PH 1 Staffing Assessment PH 2 Facility Assessment and Capital Planning	Non-Chargeable	As Needed
Julie Walburn **KPMG Engagement Director and Project Lead**	Serves as the Engagement Director and overall Project Lead, providing strategic leadership, project direction, and correctional subject-matter guidance across all phases of the engagement	PH 1 Staffing Assessment PH 2 Facility Assessment and Capital Planning	1600	$390
Stephen O'Connell **KPMG Project Management Lead**	Serves as the Project Manager and Corrections Specialist overseeing day-to-day project execution across all workstreams. Ensures activities align with timelines, milestones, and quality standards.	PH 1 Staffing Assessment PH 2 Facility Assessment and Capital Planning	1200	$390
Sierre Morrone	Provides analytical, project management, and documentation support	PH 1 Staffing Assessment	1200	$300

Role	Project Scope	Project Phase(s)	Estimated Hours	Fully Loaded Rate (Travel and Expenses)
KPMG Business Analyst	across all phases of the engagement. Responsible for supporting assessments and data analysis and supporting the development of key deliverables for both staffing and facility-related workstreams.	PH 2 Facility Assessment and Capital Planning		
Maddy Cahlamer **KPMG Business Associate**	Provides processing of client data and support for the assessment and data analytics for the staffing assessment, labor market analysis, and population analytics.	PH 1 Staffing Assessment PH 2 Facility Assessment and Capital Planning	1200	$250
James Moore, Jr. **Partner, KPMG Data & Analytics Lead**	KPMG executive lead for assessment and data analytics to support the staffing assessment, labor market analysis, and population analytics.	PH 1 Staffing Assessment	110	$410
Kal Buscaino **KPMG Data Analyst**	Assessment and data analytics to support the staffing assessment, labor market analysis, and population analytics.	PH 1 Staffing Assessment	1315	$300
Darren Fancher, P.E. **Owner, Fancher and Associates**	Conducts on-site facility assessments at all facilities, phased facility site planning, site development needs, and cost estimation work. Provides input on maintenance staffing assessment.	PH 1 Staffing Assessment PH 2 Facility Assessment and Capital Planning	1600	$355
Denim Pennington Database Analyst **Kikoda** **(Fancher and Associates Second Tier Subcontractor)**	Provides support to Fancher and Associates in the development of data analytics tools for Phase 2.	PH 2 Facility Assessment and Capital Planning	400	$300

Role	Project Scope	Project Phase(s)	Estimated Hours	Fully Loaded Rate (Travel and Expenses)
Jeff Goodale **Project Design Lead, HOK**	Unit cost development, site development needs, and development of conceptual prototypes for any proposal new buildings, facilities, or renovations, as needed.	PH 2 Facility Assessment and Capital Planning	100	$300
Dan Mills **Cost Estimating Lead, The MH Group**	Unit cost development, cost estimating	PH 2 Facility Assessment and Capital Planning	100	$300
Jason Wandersee **Project Manager, HOK**	HOK lead for project management for unit cost development, site development needs, and development of conceptual prototypes for any proposal new buildings, facilities, or renovations, as needed.	PH 2 Facility Assessment and Capital Planning	1000	$300
Evans Haggan **Senior Project Manager, The MH Group**	The MH Group lead for unit cost development.	PH 2 Facility Assessment and Capital Planning	600	$300

The following HOK and MH Group Resources are available to support or advise the project team as needed on an ad hoc basis. Their services are provided to the project team on an ad hoc basis, without additional fees.

Kristen Markos, Behavioral Care Practice Leader - HOK
Morgan Daly, Civic+Justice Planner - HOK
Iliana Centeno, Civic+Justice Planner - HOK
Scott Anderson, Civic+Justice technical leader - HOK
Mike Justice, Detention specialist - HOK
Jay Prechel, Estimating Management / General Trades / Electrical – The MH Group
Tim Prechel, Estimating Management / General Trades / Electrical – The MH Group
Martha Jordan, HVAC/Plumbing – The MH Group
David Johnson, Civil/Site Work – The MH Group
Marcus Hardy, Corrections Advisor – The MH Group

Appendix D: Assumptions

Our proposed approach, timeline and budget are directly based on the assumptions below. If circumstances emerge that are beyond the assumptions below during the conduct of this engagement, KPMG LLP will present the client with additional effort, time, and cost associated with accommodating those circumstances. KPMG LLP will not engage in efforts outside of the scope of our assumptions below until coming to agreement with the client as to any potential added timeline or cost to accommodate the circumstance.

Please be advised that this proposal is subject to KPMG's standard risk management approval.

#	Assumption/Disclosures/Other Matters
1.	Successful execution of contract is subject to negotiation and mutual agreement on terms and conditions, with requested changes as stated in our proposal.
2.	KPMG LLP (KPMG or Firm) is not presently suspended, debarred, voluntarily excluded, or declared ineligible by any federal, state, or local government department or agency. To the best of our knowledge and belief, the Firm has not been suspended, debarred, voluntarily excluded, or declared ineligible by any federal, state, or local government department or agency. And, to the best of our knowledge and belief, no current KPMG partner, principal, or employee has been suspended, debarred, voluntarily excluded, or declared ineligible by any federal, state, or local government department or agency arising out of conduct while employed by KPMG.
3.	The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. KPMG also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
4.	KPMG's services as outlined in this proposal constitute an advisory engagement conducted under the American Institute of Certified Public Accountants ("AICPA") Standards for Consulting Services. Such services are not intended to be an audit, examination, attestation, special report or agreed-upon procedures engagements as those services are defined in AICPA literature applicable to such engagements conducted by independent auditors. Accordingly, these services shall not result in the issuance of a written communication to third parties by KPMG directly reporting on financial data or internal control or expressing a conclusion or any other form of assurance.
5.	KPMG LLP uses comprehensive procedures and a suite of technology tools to help ensure that the firm and applicable personnel are independent of the firm's audit clients. Lead partner William Zizic is responsible for KPMG's continued independence from the System and will continually monitor our service and investment relationships by using the tools described below. In addition, the firm provides mandatory annual independence training for all professionals and holds them personally accountable for their independence. Our independence procedures meet or exceed standards set by the SEC, PCAOB, Government Accountability Office, and all other applicable regulatory bodies. We have substantially completed our independence due diligence and are confident that we can be independent upon appointment.
6.	In providing our services, KPMG will undertake no role or view that could be considered public policy advocacy or lobbying.

7.	KPMG LLP's role is limited to providing the services and deliverables articulated in this proposal. In so doing, KPMG LLP will have no contact with legislative officials or employees at any level of government for any reason that could be fairly interpreted as public policy advocacy, lobbying, or otherwise be perceived as impairing our objectivity or independence. In no event will KPMG LLP undertake meetings with government officials on behalf of the Department or otherwise appear in a public or private context that could be fairly interpreted as public policy advocacy, lobbying, or otherwise be perceived as impairing our objectivity or independence. In providing our services in general, KPMG LLP professionals will take no view or cannot undertake any role that could be fairly interpreted as public policy advocacy and the firm's work is not intended to be used as such or in that context. Engagement deliverables may be KPMG-branded or plain-paper and provided as holistic works to be read and interpreted only in their entirety.
8.	The Department acknowledges and agrees that the KPMG LLP's services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, Department. KPMG LLP will not perform management functions or make management decisions for Department. Further, the Department understands that the services provided by KPMG LLP do not constitute professional architectural or engineering services.
9.	KPMG LLP is a professional services firm that provides tax, audit, and advisory services and does not provide architectural or engineering (A/E) services. Accordingly, KPMG's assessment for IDOC's sites will focus on observable and accessible building components and systems within IDOC facilities, applying appropriate factors such as age, reliability, and visual condition; while not intended to constitute A/E services under relevant professional standards, the condition assessments will align to applicable ASTM standards and be tailored and approved by IDOC for a correctional environment to enable IDOC and stakeholders to compare results to historical capital improvement needs and related initiatives from previous years.
10.	It is assumed that data will be readily available and accurate for the analysis of: capital condition rating details at the building, area, and component level; offender forecasting data, to include forecasts of subpopulations that impact housing needs; current offender population data to inform housing needs; required staffing ratios based on security level and work location.
11.	The State of Indiana will provide all requested data, inputs, and access to key stakeholders within the agreed-upon timelines to support project activities. Delays in providing data or access may result in adjustments to the project schedule, scope modifications to remain within budget, or additional fees
12.	Under the current pricing, KPMG LLP assumes there will be site visits to 21 state prisons (18 adult correctional facilities and 3 juvenile correctional facilities) to understand the layout, staffing, and operational landscape of the facilities, as well as to conduct condition assessments. IDOC will assist with the coordination of the site visits and have a knowledgeable person at each site to assist the Team.

13.	Upon submission of KPMG LLP's draft deliverables, the client will provide feedback within ten business days, and there will be one round of feedback undertaken for each deliverable. After the 10-day period, the deliverable will be deemed accepted if no feedback is received.
14.	KPMG LLP also assumes travel for site visits and key presentations only. All other work will be performed remotely, unless ad-hoc travel is necessary.
15.	Third Party Service Providers. KPMG will not disclose any information to third parties, except to its partners, principals, employees, subcontractors, and vendors on a business need-to-know basis under nondisclosure obligations at least as protective as those in this contract. KPMG is authorized to use infrastructure support services (e.g., Microsoft, Oracle, ServiceNow, etc.) to process, store, or transmit State data in connection with the performance of this contract.

Appendix E: Resumes

Indiana Department of Administration
Contracting Authority

Indiana Department of Correction
Owner-Agency

KPMG Team Leadership

William Zizic
Engagement Partner

Tricia Harper
Indiana Account Partner

Julie Walburn
Engagement Director

Project Design Leads

Darren Fancher, P.E.
Project Design Lead – Facility Assessments

Jeff Goodale
Project Design Lead – Architecture and Planning

Dan Mills
Project Design – Cost Estimating

James Moore Jr.
Project Design Lead – Data & Analytics

Project Management

Stephen O'Connell
Project Management Lead
Project Manager

Capabilities

- Correctional Operations
- Labor & Staffing
- Data & Analytics
- Architecture & Planning
- Indiana Knowledge
- Infrastructure & Engineering Assessment

William Zizic

Partner

Valparaiso, IN
219-242-5305
wzizic@kpmg.com

Function and specialization

William is a member of the U.S. Government & Infrastructure practice with significant experience in operational performance strategy, performance, operations, and governance at the enterprise, board, and executive levels. William specializes in helping State, City, and County governments become more effective, efficient, and proactive in achieving their goals and fulfilling their missions.

Education, licenses, certifications

- Certified Project Management Professional
- Licensed Certified Public Accountant (IL)
- Certified Lean Six Sigma Black Belt
- MS in Accountancy, Univ. of Notre Dame
- BA in Accountancy, Univ. of Notre Dame
- Regimental Commander, Culver Military Academy

Representative Clients

- **City Government:** Chicago IL, Dallas TX, Washington DC, Denver CO, Houston TX, Indianapolis IN, Los Angeles CA, New York NY, Toronto ON, Tulsa OK
- **County Government:** Cook IL, Hamilton IN, Los Angeles CA, Maricopa AZ, Marin CA, Marion IN, Miami-Dade FL, Pinellas FL, Riverside CA, San Luis Obispo CA, Santa Barbara CA, Wayne MI

Engagement Partner

Background

William is a Partner in KPMG Government & Infrastructure Strategy practice with over 20 years of strategic and operational improvement experience in organizational strategy, operations improvement, performance measurement, and results delivery at the enterprise, board, and executive levels. William's passion and focus is helping State, City, and County governments to become more effective, efficient, and proactive in achieving their missions and goals. William was a magna cum laude graduate of the University of Notre Dame Mendoza School of Business and served as the Regimental Commander of Culver Military Academy.

Professional and industry experience

William has significant experience leading strategy development, performance enhancement, and operations improvement engagements across the U.S. and within nearly all operational domains of State, City, and County government – including Justice & Public Safety, Health & Human Services, Transportation & Public Works, Local & Higher Education, and Finance & Administration.

William has experience delivering over 100 client engagements in the Government and Public Sector, focusing primarily on helping clients achieve higher levels of performance in delivering quality and efficiency to customers and stakeholders. William has supported Elected and Appointed leaders in delivering enterprise-wide engagements on behalf of Governor, Legislature, Commission, Mayor, or other Executive officials to improve efficiency, savings, and outcomes across nearly all domains of government. Highlights include:

Justice & Public Safety: Led and advised engagements at State, County, and City level to improve operational performance of Patrol, Investigation, Custody (Prisons, Jails, Juvenile Halls), Supervision (Parole, Probation), Prosecution, Defense, Courts, and Security agencies (both public and private) – illustrative benefits include over 20% reductions in response times, over 10% reductions in budgetary expenditures, and over $100m in cumulative savings.

Health & Human Services: Led and advised engagements at State, County, and City levels to improve operational performance of Behavioral Health, Community Clinics, Social Services, Protective Services, and Housing agencies – illustrative benefits include over 20% improvements in clinical productivity, 40% increase in consumer access, and over $10m in recurring savings and revenue enhancements combined, along with improved integration with justice agencies.

- **State Government:** State of Florida, State of Indiana, Comm. of Kentucky, Comm. of Massachusetts, State of Ohio, State of Oklahoma, State of Texas
- **Public Infrastructure:** Chicago Airports System, Chicago Housing Authority, Chicago Transit Authority, Detroit Metro Airports
- **Local & Higher Education:** Louisiana State University, University of Texas-San Antonio, Ashford University, University of the Rockies, University of Chicago Argonne National Laboratory, Chicago Board of Education, Community Colleges of Chicago, University of the District of Columbia

Transportation & Public Works: Led and advised engagements at State, County, and City levels to improve operational performance of Highway, Transit, Airport, Water, Planning, Permitting, Code Enforcement, Facilities, and Fleet agencies – illustrative benefits include over 10% improvements in applicant satisfaction, over 20% improvements in productivity, and over $5m in recurring savings and revenue enhancements combined.

Local & Higher Education: Led and advised engagements at State university (public, non-profit, and for-profit) and City K-12 and community college district levels to improve operational performance of Admissions, Student Relations, Research Programs, Campus Safety & Police, Facilities, Grants, Purchasing, and Special Education programs – illustrative benefits include over 20% reduction in PO processing cycle times, improved resource/staffing deployment, and over $2m in recurring savings.

Finance & Administration: Led and advised engagements at State, County, and City levels to improve operational performance of Executive Office, Budget Office, Performance Office, Revenue/Taxation, Retirement, and other Internal Support functions (Technology, Human Resources, Procurement, Finance) – illustrative benefits include over 20% reduction in RFP/IFB cycle times, over $100m in fund balances available for re-purposing, and over $100m in revenue enhancements.

Professional exposure

- Presentation: National Association of Counties, "Behavioral Health & Justice: Challenge Your Assumptions, Uncover Your Opportunities" (Jul. 2019)
- Presentation: California State Association of Counties, "Delivering Change & Impactful Results in Transforming County Operations" (Nov. 2017)
- Presentation: California State Association of Counties, "Improving Public Safety Outcomes & Efficiency Through Culture Change" (Nov. 2016)
- Presentation: Major Cities Chiefs Financial Managers Group, "A Shifting Landscape: Measuring the Bottom Line in Policing" (Sep. 2015)
- Panel: Major Cities Chiefs Financial Managers Group, "Cloud Computing: Efficiencies in Storing Body Camera Video" (Sep. 2015)
- Panel: KPMG Global Mobility Insights Forum, "Security Considerations for Globally Mobile Employees" (Aug. 2015)
- Panel: Major Cities Chiefs Financial Managers Group, "Using Data to Drive Resources and Performance: A View of Promising Global Practices" (Aug. 2014)

- Panel: Airports Council International, “The Procurement Landscape: Lessons Learned in Competitive Selection” (Apr. 2012)
- Panel: Initiative for a Competitive Inner City, “Corporate Community Engagement in Chicago – Driving Cost Savings & Streamlining Procurement” (Oct. 2011)
- Article: American City & County, “Five Ways to Boost Government Efficiency” (Sep. 2011).

Tricia L. Harper

Partner

KPMG LLP
1021 East Cary Street
Richmond, Virginia 23219

Tel 804-782-4312
Cell 804-651-3434
tlharper@kpmg.com

Function and specialization

Tricia is currently a Partner in Advisory, Leading the State of Indiana key account. Previously served as Chief of Staff to Chairman and CEO. Her technical background is in IT project delivery and project and program management, including a foundation in KPMG's audit practice.

Representative clients

- Indiana: DCS, IDOC, INPRS, INDOT
- Indiana University
- Commonwealth of Virginia – VDoT, VPRA, VDEM, VITA, VCCS, VDSS, OSIG, etc.
- Virginia Commonwealth University & Health System

Professional associations

- Virginia Society of CPAs, Member
- American Institute of Certified Public Accountants, Member

Board Service

- Community Foundation for a Greater Richmond, Finance Committee
- Families Forward Virginia, Board Member
- LEADS Benedictine University, Advisory Board
- Young Life, Powhatan – Committee Chair
- Chamber RVA, DEI committee
- RVA Technology council, member
- LEAD Virginia 2020 alumni, Richmond curriculum chair

Education, licenses & certifications

- BA, James Madison University
- Certified Public Accountant (CPA), Commonwealth of Virginia

Indiana Account Partner

Background

Tricia is a Partner in KPMG's Consulting Services practice and is the dedicated Lead Partner for the State of Indiana. With over 25 years of experience, she currently leads KPMGs work across the State, including INDOT, IDOC, DCS, INPRS, as well as overseeing Higher Education service delivery. Spending several weeks a month working alongside clients in Indianapolis, she has an extensive local network and serves as KPMG's key point of contact to national and global initiatives.

Previously, she spent five years as KPMG Chairman and CEO's Chief of Staff, directing various parts of the organization to advance KPMG's strategic pillars. Appointed to this role having successfully served clients in both public accounting and IT consulting for over a decade, and her experience leading complex programs. Her passion lies in bringing the breadth and depth of her network at one of the largest professional services firms in the world, back to the States she serves.

Professional and industry experience

Serves as the Account Executive on all projects delivered across the State, ensuring a consistent and seamless experience. Oversees the ecosystem of partners and sub-contractors for KPMG, with a focus on developing local strategic relationships with all major Global alliance partners (including all major technology, platform and cloud providers), as well as Indiana-based Women, Minority and Veteran owned businesses. Oversees numerous large multi-million-dollar transformation efforts across several sectors. Including recent projects:

Indiana DCS: Lead Partner for the delivery of IV&V services for the Child support modernization effort, as well as the Business Process Redesign work effort where she engaged with counties across the state.

INPRS: Lead Partner for the customer experience holistic transformation, including training, OCM, as well as system implementation and other advanced AI and data management tools.

Virginia Division of Child support enforcement: Led a 7-month human centered design project with the Division of Child Support, to identify and document the end-to-end requirements needed for their future state modernization effort. Platform to be determined, but the services performed by KPMG provided foundational work profiles, current and future state designs, EPICs/Features and user stories that will ensure the modernization project designs with a prioritized lens of the needs of the children and families served.

Virginia Department of Social Services: Led an AI and digital call center assessment project on behalf of Social services and Medicaid agencies. This included a rapid ideation session in 8-weeks where we developed a phased digital strategy that would enhance current technology investments (Insights will be used by VDSS to reimagine their current out-sourced call center operations).

Virginia Retirement System: Led a full life-cycle customer experience project, with the goal of redefining an enhanced and streamlined process for engaging with members, employees and employers. In 8-weeks engaged with nearly 100 end users and developed strategies for enhanced agency performance.

Virginia's IT Agency: Leading a Next Generation Telco assessment for VITA, in which our team documented current state, future state, led a successful RFI to do a robust market sounding, met with over a dozen agencies to understand the client experience. Assessment is now serving as the roadmap for Phase 2 transformation. Also led an enterprise-wide organizational workforce assessment to determine skills needed for the Future of IT organization.

Virginia Department of Transportation: Mobilized a diverse team from across KPMG's technical data & analytic areas to support their first-ever cloud-based data warehouse and analytics development project (leveraging MSFT Azure Data factory and related tools). Several follow-on data & analytic projects to identify use cases to drive enhanced safety and operational performance. Drove buy-in across all lines of business to adhere to an agency-wide governance process, approach and data sharing so that greater insights could be derived, and ultimately enhanced safety outcomes for citizens.

Virginia Department of Emergency Management: Having maintained a CPA in Virginia for two-decades, works closely with the APA and DOA on their requirements related to Virginia's ARMICS policies. Led a transformative project to automate VDEM's annual ARMICS activities to drive greater compliance, controls and oversight. Supported the agency in the delivery of their ARMICS assessment for 2021.

Chief of Staff to U.S. Chairman and CEO, *Lynne Doughtie, October 2015 – January 2019*

- Under Tricia's leadership, developed a cohesive team successfully delivered nearly 500 client engagements across the country, conducted nearly 100 interviews with major media outlets, and delivered over 25 keynote addresses at market-leading organizations. More broadly, the team's efforts:
- Helped drive double-digit firm revenue growth

- Led a firm-wide Culture Assessment to reconstitute the Firm's core values, and establish new ways of working (35,000 employees)
- Propelled KPMG's ranking to Top 25 on Fortune's Best Places to work list
- Advanced the KPMG brand through partnerships with Condoleezza Rice's Future Leaders Program, and the KPMG Women's Leadership Summit
- Provided deep research on environmental forces of change, market disruptors and innovative technologies to influence firm's leadership dialogue with internal and external stakeholders
- Led major projects, working with the US and Global Leadership teams, including Enterprise-wide culture assessment, Board Governance, Platinum Account Program, Analyst Relations, and Advisory University (national training program).

IT Advisory & Operations, *Senior Manager/Director, 2007 – 2015*

- Led National leadership teams to deploy KPMG's first CRM application (established national policy, processes, and data standards)
- Served as PMO for national initiatives (service portfolio development – from requirements to risk review processes; Coordinated the rollout of the US and Latin America Cost Optimization campaigns; negotiated firm contracts around benchmarking and market datasets)
- Led strategic IT assessment projects for a dozen clients, including Fortune 250 companies, across a range of industries in both the public and private sector

Audit and Assurance, *Manager, 2000 – 2007*

- Joined KPMG's audit practice from James Madison University and obtained Virginia CPA certification. Rapidly rose to Manager having built strong relationships and securing her clients' trust.
- Provided professional services to a variety of public and privately held clients (company sizes ranging from $400M to $10B; including, Fortune 250, not-for-profit and government agencies)
- Experience ranges from SEC filings and pension plan audits to the successful coordination of large multinational financial statement consolidations, including financial analysis, acquisitions, and internal audit coordination.

Julie Walburn
Director

Suite 500
191 West Nationwide Blvd.
Columbus, OH 43215-2568

Tel 614-249-1946
Cell 380-245-0864
jwalburn@kpmg.com

Education, licenses & certifications

- MA, Public Policy & Management,
- The Ohio State University
- BA, Criminal Justice/Social Work,
- Wilmington College of Ohio
- ---- Audit Chair, Commission on Accreditation for Corrections
- ----Certified Scrum Master (CSM)---- Lean Six Sigma Green Belt

Recent Clients

- Florida Department of Corrections
- Florida Department of Management Services
- Ohio Department of Rehabilitation and Correction
- Indiana Department of Correction
- Virginia Department of Criminal Justice Services
- New York City Administration for Children's Services
- New York City Department of Corrections
- State of Nevada, Child Welfare/Juvenile Justice
- Texas Department of Criminal Justice
- LA County Chief Executive Office
- Indiana Department of Child Services
- Office of DC Attorney General
- Ohio Environmental Protection Agency

Engagement Director

Background

I am committed to partnering with you on strategic planning and innovative solutions to navigate the ever-evolving public sector landscape, ensuring your agency meets its objectives. With a specialized focus on project and change management, policy development, operational strategies, cross-sector collaboration, and crisis intervention, I bring a wealth of experience to the table. My extensive background spans across multiple public policy areas, where I have successfully managed various state agencies in public safety, health, and human services. Let's work together to drive impactful change and achieve measurable results for your organization.

Consulting Experience

Florida Department of Corrections: Serve as the Functional Lead and provide expert subject matter input on prison and community corrections operations for the modernization of Florida's offender management systems. Advise on system enhancements and business process optimization to effectively address stakeholder needs, improve operational efficiency, and ensure compliance with regulatory standards.

Virginia Department of Criminal Justice Services: Serve as the Corrections Subject Matter Lead for the modernization of the probation and pretrial case management system for the Commonwealth of Virginia, ensuring business processes were optimized throughout modernization efforts.

Ohio Department of Rehabilitation and Correction: As the Correctional Operations Subject Matter Lead, conducted a comprehensive review of correctional institutions to develop a multi-year master plan for the repair and maintenance of facilities within the Ohio prison system. Provided strategic insights and actionable recommendations to guide long-term planning and capital investment.

New York City Department of Child Services: Collaborated with agency stakeholders to devise operational and technical requirements, alongside a comprehensive policy and training framework, for the successful implementation of body-worn cameras for juvenile detention center staff and the agency police force.

Florida Department of Correction
Florida Department of Management Services: As the Correctional Operations Subject Matter Lead, conducted a comprehensive review of state-operated correctional institutions to develop a multi-year master plan for the repair, maintenance, and replacement of facilities within the Florida prison system. Provided

actionable recommendations for 5, 10, and 20-year intervals. The final report, supported by state and department leadership, is now steering capital planning initiatives

Indiana Department of Correction: As Project Manager and Technical Services Advisor, I oversaw the project and managed all vendors involved in implementing the Statewide Victim Notification System and Data Transformation Services. This role entailed integrating data systems from 92 counties into the state system to establish a comprehensive statewide victim notification network.

New York City Department of Corrections: Oversaw all aspects of the Court-Ordered Action Plan related to security, admissions and intake, classification of persons in custody, deaths in custody, use of Emergency Response Teams, and other related issues. Conducted reviews of current state and identified strategic opportunities for Action Plan implementation, timeline, and requirement fulfillment.

State of Nevada: Led collaborative workshops on juvenile justice functionality needed during the modernization and integration of the child welfare and juvenile justice case management system for the State of Nevada and local jurisdictions.

Texas Department of Criminal Justice: Served as a Corrections Subject Matter Professional in the development of the Offender Management System (OMS) and identified business process optimization opportunities for the department and vendor developing a comprehensive technology solution.

LA County DOJ Compliance Office: Subject Matter Professional in developing monitoring measures and data visualization tools to support effective monitoring of compliance with the DOJ settlement agreement on conditions in the County's jail system.

Professional and Industry Experience

Assistant Director, State of Ohio, Department of Youth Services (2017-2021)

- I led the overall operations of the state's juvenile justice system, including the strategic vision, planning, and implementation of initiatives to enhance security and program delivery to Ohio's juvenile offender population.
- Hired during a time of escalating violence in facilities, I led cross-functional teams in putting into action short and long-range strategic efforts that dropped violence to unprecedented levels, while implementing innovative educational, behavioral, and community-step down opportunities for youth.
- I collaborated across broad networks – courts, communities, state and local partners, labor unions, advocates, and non-profit organizations – to address complex justice issues.

- Working with Innovation Ohio, I championed and brought to life real-time, public data reporting on key agency metrics, increasing transparency for the public in our operations and making obsolete outdated and incomplete reporting methods.

Chief of Staff, State of Ohio, Department of Health (2013-2017)
Chief of Emergency Preparedness (2013)

- I directed the overall operations of the state health Department, working with federal, state, and local partners to redefine funding and performance models to focus on performance-based objectives that delivered results.
- I led improvements in agency operations, including in the areas of birth/death record management, emergency response and support, nursing home and environmental regulation, and lead hazard abatement.

Director of Administration, State of Ohio, Attorney General's Bureau of Criminal Investigation (2011 – 2013)

- I led the state crime lab and criminal investigative unit's administrative/operational aspects, including human resource functions, facilities and fleet management, and coordination of the budget and fiscal functions.
- I managed a growing professional workforce and guided system improvements to reduce evidence processing times and service delivery for Ohio's law enforcement agencies.

State of Ohio, Department of Rehabilitation and Correction (1995 – 2011)

- I held numerous leadership roles throughout the state's adult corrections agency, including working directly in five prisons and holding several roles within Central Office operations.
- I served as the chief compliance monitor for one of Ohio's largest state agencies, deciding systemic policy issues, guided all matters related to policy compliance/implementation, and served as national liaison between the agency and the Commission on Accreditation for Corrections. I was responsible for instilling operational directives and enforcing compliance with state and national standards in all operational areas, including security, health care, mental/behavioral health, education, health and safety, and program areas.
- I led/organized the Council of State Government Justice Reinvestment Project in Ohio. I assisted CSG in conducting a full examination/analysis of the state's correctional system, laying the foundation for passing a collateral sanctions legislative package that provided major changes to the state's sentencing structure and correctional system.
- I coordinated a legislative study commission to re-examine the closure of a large correctional institution for financial and

operational viability to reopen the facility, including return on investment considerations.

- I served as an expert witness and compliance monitor on behalf of the federal courts in a high-interest litigation matter (expert witness work extended through 2014).

Other relevant experience

- I have served as an audit chairperson and audit member for the Commission on Accreditation for Corrections with the American Correctional Association, assigned to both adult and juvenile corrections, including in the areas of facility operations, parole services, penal industries, release authorities, training academies, community facilities, and central office administration.

Darren Fancher, P.E.

Owner

Fancher & Associates LLC
3693 Corinth Drive
Tallahassee, FL 32308

Tel 850-570-5983
darren@fa-advisory.net

Relevant Experience

- Led the condition and functionality assessment phase of the 20-year master plan for the Florida Department of Corrections in 2023.
- Led the development of three of the five strategies that comprised the State of Florida's Real Estate Optimization Plan.
- Led the reorganization of the State of Florida's largest facilities management programs.
- Developed and led the effort to evaluate the condition and overall potential of several large and complex facilities portfolios.
- Developed, promulgated, and implemented the state agency regulatory response to the Florida Energy Conservation and Sustainable Buildings Act of 2008.
- Led the design and construction efforts of several modern institutional and high-performance facilities in Florida.
- Developed a thorough understanding of emergency response efforts in the aftermath of two major hurricanes and numerous tropical storms.

Education, licenses & certifications

- MBA, Florida State University, Tallahassee, Florida
- BS degree, Mechanical Engineering, Florida State University, Tallahassee, Florida
- Licensed Professional Engineer in Florida (#67569)

Project Design Lead – Facility Assessments

Background

Darren is a versatile professional who is accustomed to evaluating complex systems and charting a course forward based on business acumen, stakeholder outcomes, and science. Darren has experience delivering solutions by assembling diverse teams, participating in diverse teams, leveraging alternative viewpoints, and focusing diverse talent on clearly understood challenges.

With over 30 years of combined experience in engineering, building systems, critical facilities, and related building portfolio management, Darren understands and appreciates the challenges faced by large facilities management programs. Darren further understands the operational challenges faced by organizations charged with maintaining large portfolios and expansive infrastructure, particularly when great change is on the horizon.

Darren is known for being a highly organized professional who provides practical solutions to complex problems while focusing on transparency, accountability, and stakeholder outcomes. Darren has earned the trust of multiple state agencies and administrations.

Darren's management experience ranges from overseeing the construction and maintenance functions of Florida's bonded facilities program, evaluating the optimization potential of all state facilities programs, to consolidating Florida's largest facilities portfolio into one division of government. His technical experience ranges from all aspects of building infrastructure design, analysis, and oversight to developing the state's sustainable building and energy management program. Darren's everlasting focus is on improving performance through efficiency, both technical and organizational.

Professional and industry experience

Owner, Fancher & Associates LLC (2025 – Present)
Chief Operations Officer, Adapteon, Inc (2023 – 2025)

- Provide executive leadership with responsibility for daily operations.
- Oversee all infrastructure related consulting activities.

Director of Operations, Meridium Group (2021 – 2023)

- Provide executive leadership with responsibility for daily operations, process control, transparency, accountability, and strategic direction for the design, digital services, and construction groups
- Provide advisory services to the Professional Services group

- Provide daily oversight of the project management office
- Oversee the audits of business processes, implement new business strategies, lead corporate expansion activities, and improve efficiency
- Monitor overall corporate performance, prepare detailed performance reports, and develop/implement corrective measures as needed
- Ensure compliance at the state and federal level

Director, Florida Department of Corrections, Facilities Management and Building Construction (2015 – 2021)

- As Director, Darren evaluated all maintenance and construction operations within FDC and thereafter consolidated these functions into a single division. Darren oversaw approximately 545 state employees located at all state prison sites across Florida. Darren's primary focus was on developing and maintaining a facilities program that served the entire agency and the public.
- Under Darren's leadership, FDC performed a detailed condition assessment of all 4,415+ structures under roof, which became the basis of the Department's new and much improved capital improvement plan in 2015.
- Darren led the development of a plan to redesign all accessibility features of FDC's facilities portfolio. This plan greatly expanded the availability of facilities and services provided to disabled inmates in strict accordance with the Americans with Disabilities Act.
- Seeking input from across the agency, Darren led the redesign of FDC's mental health treatment portfolio, which was focused on the transition to inpatient treatment delivery, improving staffing efficiency, reducing avoidable uses of force, and achieving a community level of care. These efforts were the beginning of a renewed focus on modernization and consolidation, which culminated in a new understanding across the agency of how space type characteristics relate to staffing levels, security operations, and overall mission.
- Darren oversaw the physical plant rebuilding efforts of two major hurricanes and was integral to the emergency response efforts.

Deputy Director, Florida Department of Management Services, Real Estate Development and Management (REDM) (2014 – 2015)

- As Deputy Director, Darren provided daily oversight of approximately 300 state employees across Florida. Darren oversaw the Bureau of Maintenance and the Bureau of Construction, which included regular interaction with other state agencies regarding major construction and renovation projects.

- Darren provided leadership towards divisional efforts to consolidate all budget and spend activities into one functional unit focused on customer service and performance metrics. He also revamped the Department's capital improvement planning process, which incorporated input from all field operations, formal condition assessments, and vetting by licensed professionals. His ultimate focus was to create a thorough and transparent understanding of the actual condition of state-owned facilities, and then developing resources to address the needs.
- As Deputy Director, Darren continued his focus on sustainability and energy conservation, which focused on alternative financing for energy efficiency upgrades and related oversight for other state agencies.

Bureau Chief, Florida Department of Management Services, Operations and Maintenance, REDM (2011 – 2014)

- As Bureau Chief, Darren provided daily oversight of approximately 265 state employees across Florida. Darren oversaw the Bureau of Maintenance and related functions that included Environmental Health and Safety, Americans with Disabilities Act, Energy Management, and Contract Services, among others.
- In this role, Darren oversaw the development of three of the five strategies that comprised the Governor's Enterprise Initiative, which later became the Real Estate Optimization Plan, which was a plan to reduce state government's overall real estate spend by $70 to $80 million annually. This plan included the detailed evaluation of all real estate functions located within other state agencies.
- Darren also oversaw the implementation of the State Energy Management Plan, including serving as the chairperson of the State Energy Managers Association. He continued to focus the Department on energy management, which ultimately reduced energy costs by 22.5 percent over three years.

Engineering Supervisor, Florida Department of Management Services, Bureau of Construction, REDM (2008 – 2011)

- Darren oversaw the scope development, budget development, design review, and building commission activities for all capital improvement projects. He managed a wide array of capital improvements and authored the Department's design and construction guidelines.
- Darren also authored Administrative Rule 60D-4, which included sustainable performance requirements and life cycle analyses for all state-funded construction. He further authored the State Energy Management Plan, which included evaluating the energy performance of all state agencies.

Mechanical Engineer, The Florida State University, Campus Design Office (2003 – 2008)

- Darren provided engineering design for all mechanical building systems and utilities infrastructure. Darren performed regular analysis on the university's utility distribution systems, choosing to focus heavily on improving overall redundancy and reliability for critical facilities such as data centers and research laboratories. He further streamlined and improved the university's cost estimating procedures for capital improvements, focusing on accuracy and repeatability.

HVAC Service Technician (1992 – 2003)

- During this ***time***, Darren worked as a residential and commercial HVAC service technician for Chapman Air Corporation (Dallas, Texas), Central Heating Consultants (Tallahassee, Florida), York International (Tallahassee, Florida), and Florida State University (Tallahassee, Florida). Through this experience, he gained practical first-hand knowledge of various building systems that, coupled with his education and experience, allows him to assess system condition and overall performance accurately and intuitively. Darren understands building systems from the ground up.

Jeff Goodale

Senior Principal | Principal in Charge

HOK

Function and specialization
Jeff has more than 30 years of experience master planning, programming, and designing justice projects. He is a recognized specialist in correctional facility programming and master planning, relying on years of experience working directly with users to derive operationally efficient and complete building programs.

Professional associations

- American Correctional Association
- Editorial Board, Correctional News
- Tyco/ Simplex Grinnell Fire Protection Advisory Council (includes security electronics)

Education, licenses & certifications

- BS degree, University of Illinois, Urbana- Champaign

Project Design Lead – Architecture and Planning

Background

Jeff has more than 30 years of experience master planning, programming, and designing Justice projects. He is recognized within the industry as a thought leader at the forefront of justice rehabilitative design and innovation. Jeff's leadership and commitment to a team approach help drive consensus building and mutual responsibility. He is a recognized specialist in correctional facility programming and master planning, relying on years of experience working directly with users to derive operationally efficient and complete building programs. Jeff considers all aspects of the project need from staffing and staff retainage energy and water, impact on recidivism and inmate programs, facility environment impact and lifecycle. As a designer of these same facilities, his program and master plan are ready to move right into the design environment. Further, Jeff utilizes his extensive background on LEAN processes to deliver a streamlined and highly efficient program effort, complete with preplanning, interactive pull planning and other elements that make up a LEAN project.

Professional and Industry Experience

- Florida Department of Corrections Lake County Correctional Institute Lake Correctional Institution In-Patient Health Unit - Clermont, Florida
- Westville Correctional Facility Program Management - Westville Indiana
- Vermont DOC Facility Feasibility and Conceptual Design - Multiple facilities, VT
- California Department of Corrections and Rehabilitation Statewide Facility Evaluation and Master Planning - California
- Yakima County Master Plan Study - Yakima County, Washington
- Iowa State Penitentiary - Ft. Madison, Iowa
- Utah State Prison Replacement - Salt Lake City, Utah
- Jackson County Missouri Facility Condition Assessment for Department of Corrections - Kansas City, Missouri
- Ohio Reformatory for Women Lincoln Housing Replacement - Marysville, OH
- San M Mateo County Replacement Correctional Facility CDB Inpatient Treatment Center - Joliet, Illinois
- Wayne County Consolidated Justice Center - Detroit, Michigan
- Kern County Justice Facility - Bakersfield, California
- Indianapolis Justice Center P3 - Indianapolis, Indiana
- Ogle County Jail - Oregon, Illinois

- Davidson County Criminal Justice Center Complex - Nashville, TN
- Stanislaus County Jail - Modesto, California
- Campbell County Jail Needs Assessment and Expansion - Gillette, Wyoming
- Virginia Office of Public-Private Partnerships (VAP3) Financial Advisory Services - Commonwealth of Virginia
- Confidential Technical Advisory Services Consolidated Services – Laboratory - State of Michigan

Daniel G. Mills

Owner

The MH Group
dmills@m-hgroup.com
(602) 625-3702

Function and specialization
Dan is an industry veteran who has served as project manager and estimator coordinating and tracking projects costs. He has over 24 years of experience and has successfully managed the completion of over $2.6 billion in public works construction.

Education, licenses & certifications

- BS degree, Construction Science & Management, Kansas State University

Project Design – Cost Estimating

Background

Having successfully managed the completion of over $2.6 billion in public works construction, Dan is an industry veteran who has served as project manager and estimator coordinating and tracking projects costs. He has over 24 years of experience and is highly respected by clients and fellow workers for his knowledge, integrity and obvious concern for their interests. Dan's professionalism has enabled him to successfully work on a variety of project types and deal with multiple user groups and community concerns.

Professional and Industry Experience

Dan's professional experience includes:

Utah State Correction Facility Relocation Program, Salt Lake City, UT

- A new $932 million, 1.3 million SF prison complex which will replace the existing Draper Prison and will be capable of housing 3,600 inmates initially with the potential for expansion
- The new prison complex includes several facilities including maximum security, general population, sex offender, substance abuse treatment, reception and orientation with medical and mental health facilities and educational/vocational services for male and female inmates

Indiana Department of Correction, Westville Correctional Facility, Westville, IN

- Owner's representative services for a new $1 billion, 4,000-bed correctional facility constructed on the existing site of the current Westville Correctional Facility
- The facility will be a maximum and medium-security facility, feature other supporting services and will consolidate the north/western part of Indiana's State Correctional system

Iowa Department of Corrections, Iowa State Penitentiary, Fort Madison, IA

- A new $168 million, 800-bed maximum and medium security prison consisting of eight buildings totaling over 470,000 SF
- Facilities include a new health services building, administration building, general population, programming building and gym, kitchen, prison industries wood working manufacturing and warehouse space, renovation to existing warehouse for coolers and dry goods, hi-tech motion detection fence and geothermal heating and cooling throughout the campus. The project is LEED Gold certified

Iowa Department of Corrections, Fort Dodge Correctional Facility, Fort Dodge, IA

- A new $34.5 million, 750-bed medium security prison located on a 60-acre site
- The facility includes one segregated and four inmate housing units in addition to separate support, industries and administration building along with a warehouse and a 750-ton central power plant
- The project features modern concepts and efficiencies resulting in operational cost savings

Iowa Department of Corrections, Newton Correctional Facility, Newton, IA

- A $34.5 million facility is a new free-standing 750-bed medium-security prison for sentenced male offenders
- The institution is a 218,000 SF facility on a 90-acre site near an existing correctional release center. The facility master plan, using a campus concept, includes a double-fence system with perimeter electronic protection
- The campus plan, separating housing units from support buildings, is in response to inmate management issues, topography, and soil conditions

California Department of Correction and Rehabilitation, Mule Creek State Prison Infill Complex, Ione, CA

- A new $516 million, 556,961 SF, AB 900-funded design-build main prison expansion (infill) consisting of two semi-autonomous facilities housing 1,584 Level II inmates
- The project also included a wastewater treatment plant upgrade and an electrical system upgrade delivered using the traditional design-bid-build method. The new infill project is enclosed within a microwave perimeter detection system and is sited adjacent to the existing prison. The facility consists of a total of 24 buildings, including two rethermalazation kitchens with dining halls, intake with vehicle sallyport, receiving release and property storage, outpatient clinic with medical, dental and mental health, academic and vocational education, library, visiting and religious programs
- Program Support Services buildings are LEED Gold Certified and other sub-project components are LEED Silver Certified

Cuyahoga County, Justice Center Complex, Cleveland, OH

- Assisted Cuyahoga County and justice system stakeholders in reviewing options for renovating or rebuilding their 41-year-old Justice Center Complex, which is located in downtown Cleveland Ohio
- The program is not only a study of renovating/constructing a new Justice Center Complex but encompassed a complete review of operations and current best practices

- Ultimately, the County chose the design-build delivery method with the jail designed for 1,600 beds and core support (kitchen/laundry/program areas) designed to handle 2,400 beds giving the County flexibility to add housing units in the future if needed without disrupting activities in the core building

Johnson County, Adult Detention Center, New Century, KS

- A new $32.2 million detention center including a new 155,000 SF, 264-cell, 1,000-bed jail, a new 40,000 SF sheriff's facility and the renovation of an existing downtown jail
- The new jail has facilities to accommodate intake/release, health services, pre-classification, a central plant, administration, an arraignment courtroom, visitation, master control, programming, exercise areas, laundry, food service and maintenance
- The sheriff's facility accommodates various functions, including evidence storage, patrol and detective areas and a T.A.G. unit

James H. Moore, Jr., Ph.D.

Principal

8350 Broad Street
McLean, VA 22102

Tel 703-343-2822
Cell 301-919-9046
jamesmoore@kpmg.com

Function and specialization

James is a Principal in the Economic and Statistical Services practice, specializing in using leading econometric and statistical modeling techniques and methodologies to support data-driven and evidence-based decision-making for our public and private sector clients.

Skills

- Program Evaluation
- Experimental/ Quasi-experimental
- Methods
- Data Analysis
- Statistical Modeling

Education, licenses & certifications

- Ph.D., Economics, Howard University, 2004
- M.A., Economics, Virginia State University, 1994
- B.S. Business Administration, Mississippi Valley State University, 1990

Representative Clients

- Florida Commerce
- New Jersey Department of Labor
- Tennessee Department of Labor and Workforce Development
- Pennsylvania's Department of Labor and Industry
- DC Department of Employment Services

Clearance

Project Design Lead – Data & Analytics

Background

Dr. Moore joined KPMG in 2018 as an accomplished Labor Economist with extensive experience in federal and state education, social programs, and workforce development. With over 25 years of expertise in project management, program evaluation, labor economics, policy analysis, quantitative research, and data analysis, he brings a strong record of driving results and innovation.

Prior to KPMG, Dr. Moore served as Senior Vice President at IMPAQ International, leading research and evaluation studies on workforce development, worker protection, education, and international programs. He previously held senior government roles, including Deputy Assistant Secretary at the U.S. Department of Labor, where he advised leadership on policy, regulations, and legislation to improve the lives of workers and retirees.

Dr. Moore also served as Deputy Commissioner for the New Jersey Department of Labor and Deputy Director/Chief Economist for the District of Columbia Department of Employment Services, overseeing workforce development programs and apprenticeships. He has contributed to numerous boards and commissions, spearheading innovative initiatives to enhance training, re-employment services, and business responsiveness.

Professional and Industry Experience

NJ Department of Labor and Workforce Development (NJLWD): Serve as the Lead Engagement Partner providing technical assistance to support the operations of the Hudson County Workforce Development Board (HCWDB) in aligning the board's strategy, operations, and governance structure with the requirements of WIOA and NJLWD's local governance policy. We are supporting the development of a local workforce plan, advising on the procurement of providers, and assisting with establishing monitoring systems to support the quality implementation of One-Stop Career Center services, including Title 1 Adult, Dislocated Worker, and Youth Services.

WorkForce West Virginia (WV): Serve as the Lead Engagement Partner assisting in enhancing equitable access to workforce development and Unemployment Insurance (UI) programs. Our focus is on streamlining UI administration by eliminating application barriers, reducing backlogs, improving the timeliness of payments, and ensuring fairness in fraud prevention. To support data-driven decision-making, we are utilizing tools such as KPMG Signals Utility, the Social Index Data Tool, Census Bureau data, and other workforce analytics. These resources help us identify underserved communities and ensure inclusive outreach. Additionally, we are conducting stakeholder engagements, research, and advanced analytics to improve the completeness of demographic data, particularly in rural and marginalized

- Active Top Secret (SCI) with full scope polygraph

populations. This effort will provide WorkForce WV with a roadmap for sustainable and equitable improvements in UI services.

Tennessee Department of Labor and Workforce Development (TDLWD): Serve as the Lead Engagement Partner, providing data and analytics and program evaluation service. We are evaluating the workforce system and supporting infrastructure to better understand those operations that support AJC service delivery, "Work and Learn" strategies, and Adult Education, aiming to improve customer experience and identify possible strategies to strengthen the implementation of WIOA programs in the state.

DC Office of Unemployment Insurance's (OUI): Serve as the Lead Engagement Partner providing predictive analytics to support the claims process. The overall goal is to develop a flexible and robust predictive analytics model that allows OUI leadership to have greater insight into their data to uncover improper unemployment insurance payments and to identify risky UI claims, claimants, and employers while also helping OUI balance the competing requirements of promptness and accuracy of payments.

District of Columbia, Department of Employment Services, Office of Paid Family Leave (OPFL): Serving as the Lead Engagement Partner with data and predictive analytics support to guide their business transformation. Applying prescriptive analytics, predictive analytics, and descriptive analytics, to assess and measure business unit productivity, predict customer trends and behaviors, and inform strategic business decisions. The engagement also involves developing a forecasting model to perform projections related to paid leave benefit payments and the status of the Universal Paid Leave Implementation Fund.

State of Michigan: Served as the Lead Engagement Partner guiding in the development the Michigan Statewide Infrastructure Workforce Plan, which is a strategic initiative aimed at building a skilled workforce to support the state's infrastructure projects. KPMG is assisting Michigan in developing this plan by leveraging federal funding (BIL, IRA, CHIPS Act) and aligning efforts with Executive Directives. The plan focuses on collaboration among state agencies, workforce development, and equity, using data-driven labor market analysis to identify and close skills gaps. KPMG is helping to streamline funding, enhance training programs, and ensure equitable access to employment opportunities.

San Francisco's Office of Economic and Workforce Development (OEWD): Served as the Lead Engagement Partner, supporting by conducting and analyzing a series of surveys to assess the economic impact of COVID-19 and identify San Francisco's core competencies and understanding the labor market dynamics, businesses characteristics, and their competitiveness in attracting and retaining businesses and identifying specific industries OEWD may target as part of its economic development retention and attraction efforts. Our approach provided OEWD with detailed information on industries and identified market trends and insight into factors driving changes in job markets, such as shifts in demographics and trends linked to geographic factors and the impact of COVID-19.

DC Department of Employment Service: Served as the Lead Engagement Partner providing PMO and program support by analyzing Unemployment Insurance Policy Letters (UIPLs), creating work plans, coordinating with DOES team leads to document the status of compliance actions, and retrieve evidence of work completed to ensure the UIPL specifications are met.

Office of Wage and Hour (OWH) of the D.C. Department of Employment Services (DOES): Served as the Lead Engagement Partner that is helping comply with Accrued Sick and Safe Leave Act requirement by conducting an annual study on the economic impact of the act.

Massachusetts' Executive Office of Labor and Workforce Development (EOLWD): Serve as the Lead Engagement Partner supporting developing a structured approach to identify opportunities to optimize the standardized ways of operating the Labor Market Information group (LMI) to enhance the strategic data processing, data mining, and reporting of labor market data that are core to the Department's vision and institutional priorities. The project is about evaluating LMI's current functions and establishing a roadmap for LMI's future operational structure and operating model with the end goal of generating data synergies across LMI programs in order to be more responsive to key stakeholders.

U.S. Department of Labor, Wage and Hour Division: Served as the Project Director and supported WHD's regulatory reform effort by providing a variety of services, including (1) conducting economic impact analyses, (2) performing probabilistic analysis and producing written reports, (3) analyzing the economic impact of the assumptions developed by DOL and WHD staff and providing written reports explaining the findings.

U.S. Department of Homeland Security (DHS), U.S. Citizenship and Immigration Services (USCIS), the Systematic Alien Verification for Entitlements (SAVE) Program: Served as the Project Manager supporting the. The team designed an evaluation of SAVE for which we are conducting a survey of active SAVE user agencies and conducting site visits to more than 40 agencies across the country to conduct staff interviews, review procedures, and map operational processes. The evaluation focused on several major focus areas, including business processes that agencies use to set up SAVE, training staff undergo to use SAVE, user perceptions of the system's value and performance, and experiences of benefit applicants, including case processing and case resolution.

District of Columbia Department of Employment Services (DOES): Served as the Senior Technical Advisor on the Project Empowerment Program project to develop a customized evaluation design plan for the program. DOES' Project Empowerment program is a transitional employment program that serves residents with multiple barriers to employment. Among the program participants, more than 80% of them have previously been incarcerated. The team's work will highlight the unique components of Project Empowerment and identify the transitional employment program activities/program components that lead to successful participant outcomes.

Virginia Employment through Entrepreneurship Consortium (VETEC) program: Served as Project Director on a Workforce Innovation Funded project that provides entrepreneurship and training services to Workforce Investment Act eligible adults and dislocated workers in each of the three VETEC partner Local Workforce Investment Areas. The evaluation of the VETEC program included a random assignment impact evaluation to estimate the impact of the VETEC program on participant outcomes related to self-employment, wage and salary employment, earnings, and receipt of UI benefits or other federal assistance as well as a process and implementation study component to document and identify challenges, methods to overcome such challenges, and promising practices of implementing and operating the VETEC program.

Professional exposure

- District of Columbia
- Workforce Investment Council (2015- 2018)
- U.S. Bureau of Labor Statistics Data Users' Advisory Committee (2015- 2018)
- U.S. Department of Labor Interagency Working Group:
- Registered Apprenticeship Advisory Working Group (2010-2012)
- Response to the Gulf Oil Spill (2010)
- Defense Protection Act (2010- 2012)
- New England Fishing Industry (2010-2011)
- Federal Benefits (2012-2014)
- State of New Jersey Boards and Commissions (2006-2010)
- New Jersey Urban Enterprise Zone
- New Jersey Redevelopment Authority
- New Jersey Governor's Prisoner Re-entry Initiative Taskforce
- New Jersey Career and Technical Education Advisory Council
- Chair of the New Jersey Apprenticeship Council
- Chair of the New Jersey Center for Occupational Employment Information
- New Jersey State Employment and Training Commission
- Industry Workforce Advisory Council
- Governor's Apprenticeship Advisory Council
- New Jersey Minimum Wage Advisory Commission

Stephen O'Connell

Manager

KPMG LLP
1350 6th Ave
New York, NY 10019
Cell 347-533-0478
stephenoconnell@kpmg.com

Function and specialization

Stephen is a Manager in the Public Sector Enterprise Strategy and Operations practice who specializes in projects with state and local government criminal justice agencies, public safety and public health, and institutions of higher education.

Education, licenses, certifications

- Bachelor of Arts, Columbia University in the City of New York
- Certified Project Management Professional (PMP)
- Certified Scrum Master (CSM)

Project Management Lead

Background

Stephen is a Manager in KPMG's Enterprise Strategy and Operations practice with over 10 years of professional experience. He holds a BA from Columbia University. Prior to joining the firm, Stephen worked for over a decade as an educator and student affairs professional. Stephen is PMP and CSM certified.

Professional and Industry Experience

At KPMG, Stephen is committed to providing solutions and strategies to public sector clients navigating evolving challenges and opportunities, with a core focus on state and local justice and public safety agencies, public health, and institutions of higher education. Key projects include efforts to improve outcomes for justice-involved people by enhancing services, strategy, and operations; to promote the use of data to strengthen decision-making and organizational effectiveness; and to enhance collaboration across complex systems. Stephen is a core member of Enterprise Strategy and Operations, Justice and Public Safety, and Higher Education domain teams.

Ohio Department of Rehabilitation and Correction:
Project managed the development of a 10-year Strategic Capital Master Plan for the State of Ohio DRC inclusive of 26-facilities. Assessment included a population analysis to inform necessary capital investment in facilities based on projected population needs inclusive of security level, medical and behavioral health, programming and education, and service delivery. Capital plan prepared for a 10-yrear budget cycle across deferred maintenance requirements.

Florida Department of Law Enforcement (FDLE):
Led the comprehensive CJIS Systems Feasibility Study for FDLE, focusing on modernizing crucial systems including the Computerized Criminal History (CCH), Uniform Arrest Affidavit (UAA), Criminal Justice Data Transparency (CJDT), and Florida Incident Based Reporting System (FIBRS). Developed a detailed Project Management Plan and conducted in-depth analysis to evaluate current systems' functionalities and technological environments. Organized stakeholder interviews and workshops to gather insights, identified process improvement opportunities, and provided actionable recommendations. Delivered a comprehensive feasibility study and Schedule IV-B development. Provided practical, compliant recommendations to enhance data integrity, transparency, and operational efficiency within regulatory requirements.

New York City Department of Correction (NYC DOC):

- Managed a team ranging from eight (8) to ten (10) resources and subject matter experts to project manage the DOC progress towards compliance with a federal monitor, covering twelve (12) functional areas across the Department. Stood up an enterprise PMO structure within the Office of Management, Analysis, and Planning. Conducted organizational evaluation to provide effective stakeholder management to drive action items to completion in line with mandated deadlines.
- Facilitated executive steering committee meetings on critical status updates, action plan deconstruction, long term goal setting, metric identification, and communication with Federal Monitor and City-Wide Taskforce. Established near and long-term strategy to reach compliance and move beyond initial benchmarks.
- Served as trusted advisor to the Commissioner, Deputy Commissioner of Management, Analysis, and Planning, and the Senior Leadership team on organizational change management and future state operational strategies. Assisted DOC in making key decisions, providing services, assessment, strategy, and a recommend road map for continuous improvement and Department transformation. Supported development of Department's data-strategy and deployment of newly instated Analysis team.
- Oversaw multiple evolving workstreams, defined deliverable alignment and quality, and ensured $3M budget appropriately allocated based on DOC priorities and Commissioner's vision.

Los Angeles County Chief Executive Office, DOJ Compliance Office | LA Sheriff's Department & Correctional Health Services

- Led a team ranging from eight (8) to ten (10) resources and subject matter experts to support the DOJ Compliance Offices tracking, governance, and reporting of compliance efforts in response to federal monitorship. Developed a data collection mechanism and executive dashboards aimed at enhancing the accuracy and timeliness of data collection for select provisions of the settlement agreement.
- Conducted comprehensive reviews of existing data collection processes and gathered requirements for data collection templates and reporting dashboards. Working closely with the County, lead iterative validation workshops, refined the designs and data collection processes, created an underlying data model, and designed a change management plan for agency rollout. Managed user adoption and made necessary enhancements based on user input.

Marion County Sheriff's Office, Indiana (MCSO)

- Led delivery of staffing assessment, population analysis, and compensation benchmarking. Partnered with KPMG Lighthouse to develop staffing optimization model to mitigate overtime usage, optimize resource allocation, and deploy resources proactively. The staffing optimization model was built to provide the Sheriff's Office with the appropriate staffing levels to deliver to their constituents a safe environment that meets the policy requirements and population needs.
- The deliverables provided by KPMG offered MCSO a detailed view of the staffing requirements necessary for efficient operation of the jail, informed by a deep dive into compensation trends and jail population dynamics. This work product also outlined actionable steps for addressing staffing shortages, improving the efficiency of staff allocation, and enhancing overall operational efficiency.