



Federally-Based Contracts Request for Quotation

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

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

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

Request For Quote Issued By:

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

Date: April 12, 2021

Table of Contents

1.0	INFORMATION FOR BIDDERS	6
1.1	PURPOSE AND INTENT	6
1.2	BACKGROUND	6
1.2.1	ENGAGEMENT PROCESS	7
1.3	QUESTION AND ANSWER PERIOD	8
1.3.1	SUBMISSION OF QUOTES	9
1.4	ADDITIONAL INFORMATION	9
1.4.1	BIDDER RESPONSIBILITY	9
1.4.2	COST LIABILITY	9
1.4.3	CONTENTS OF QUOTE	9
1.4.4	ELECTRONIC SIGNATURES	10
2.0	DEFINITIONS	11
2.1	CROSSWALK	11
2.2	GENERAL DEFINITIONS	11
2.3	CONTRACT SPECIFIC DEFINITIONS/ACRONYMS	13
3.0	SCOPE OF WORK – REQUIREMENTS OF THE CONTRACTOR	15
3.1	GENERAL TASKS	15
3.1.1	SPECIFIC TASKS BY CATEGORY	16
3.1.2	DELIVERABLES AND DUE DATES	17
3.1.3	DELIVERABLES	17
3.1.4	DELIVERABLE DUE DATES	17
3.1.5	REPORTING AND DOCUMENTATION	17
3.2	LITIGATION SERVICES	18
3.3	TRAVEL EXPENSES AND REIMBURSEMENTS	18
3.4	SECURITY PLAN	18
3.4.1	INFORMATION SECURITY PROGRAM MANAGEMENT	19
3.4.2	COMPLIANCE	19
3.4.3	PERSONNEL SECURITY	19
3.4.4	SECURITY AWARENESS AND TRAINING	20
3.4.5	RISK MANAGEMENT	20
3.4.6	PRIVACY	20
3.4.7	ASSET MANAGEMENT	22
3.4.8	SECURITY CATEGORIZATION	22
3.4.9	MEDIA PROTECTION	22
3.4.10	CRYPTOGRAPHIC PROTECTIONS	23
3.4.11	ACCESS MANAGEMENT	23
3.4.12	IDENTITY AND AUTHENTICATION	23
3.4.13	REMOTE ACCESS	23
3.4.14	SECURITY ENGINEERING AND ARCHITECTURE	24
3.4.15	CONFIGURATION MANAGEMENT	24
3.4.16	ENDPOINT SECURITY	24
3.4.17	ICS/SCADA/OT SECURITY	25
3.4.18	INTERNET OF THINGS SECURITY	25
3.4.19	MOBILE DEVICE SECURITY	25
3.4.20	NETWORK SECURITY	25
3.4.21	CLOUD SECURITY	26
3.4.22	CHANGE MANAGEMENT	26
3.4.23	MAINTENANCE	26
3.4.24	THREAT MANAGEMENT	26
3.4.25	VULNERABILITY AND PATCH MANAGEMENT (VU)	27
3.4.26	CONTINUOUS MONITORING	27
3.4.27	SYSTEM DEVELOPMENT AND ACQUISITION	27
3.4.28	PROJECT AND RESOURCE MANAGEMENT	27
3.4.29	CAPACITY AND PERFORMANCE MANAGEMENT	28
3.4.30	THIRD PARTY MANAGEMENT	28
3.4.31	PHYSICAL AND ENVIRONMENTAL SECURITY	28
3.4.32	CONTINGENCY PLANNING	29
3.4.33	INCIDENT RESPONSE	29

4.0	QUOTE PREPARATION AND SUBMISSION – REQUIREMENTS OF THE BIDDER	30
4.1	GENERAL	30
4.1.1	FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED WITH QUOTE	30
4.1.2	FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED BEFORE CONTRACT AWARD AND THAT SHOULD BE SUBMITTED WITH THE QUOTE	33
4.1.3	FINANCIAL CAPABILITY OF THE BIDDER	34
4.1.4	STATE-SUPPLIED PRICE SHEET	34
4.2	REQUIRED COMPONENTS OF THE QUOTE	35
4.2.1	TECHNICAL QUOTE	35
4.2.2	MANAGEMENT OVERVIEW	36
4.2.3	CONTRACT MANAGEMENT	36
4.2.4	ORGANIZATIONAL SUPPORT AND EXPERIENCE	36
4.2.5	RESUMES	37
4.2.6	EXPERIENCE OF BIDDER ON SIMILAR CONTRACTS	37
4.2.7	ADDITIONAL EXPERIENCE OF BIDDER	38
4.2.8	NOTICE PURSUANT TO E.O. 166 REQUIREMENT FOR POSTING SUCCESSFUL QUOTES AND CONTRACT DOCUMENTS	38
4.2.9	OVERVIEW OF SECURITY PLAN AND STANDARDS	38
5.0	SPECIAL CONTRACTUAL TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT	40
5.1	PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS	40
5.2	CONTRACT TERM AND EXTENSION OPTION	40
5.3	CONTRACT TRANSITION	40
5.4	CHANGE ORDER	40
5.5	CONTRACTOR RESPONSIBILITIES	40
5.6	SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)	41
5.7	OWNERSHIP OF MATERIAL	41
5.8	CONFIDENTIALITY	42
5.9	NEWS RELEASES	43
5.10	ADVERTISING	43
5.11	LICENSES AND PERMITS	43
5.12	CLAIMS AND REMEDIES	43
5.12.1	CLAIMS	43
5.12.2	REMEDIES	43
5.12.3	REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS	43
5.13	MODIFICATIONS AND CHANGES TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS (SSTC)	43
5.13.1	INDEMNIFICATION	44
5.13.2	INSURANCE - PROFESSIONAL LIABILITY INSURANCE	45
5.14	FORCE MAJEURE PROVISION	46
5.15	CONTRACT ACTIVITY REPORT	46
5.16	ELECTRONIC PAYMENTS	47
5.17	PROGRAM EFFICIENCY ASSESSMENT FOR STATE USING AGENCIES	47
6.0	QUOTE EVALUATION	47
6.1	DIRECTOR'S RIGHT OF FINAL QUOTE ACCEPTANCE AND RIGHT TO WAIVE	47
6.2	STATE'S RIGHT TO INSPECT BIDDER FACILITIES	48
6.3	STATE'S RIGHT TO REQUEST FURTHER INFORMATION	48
6.4	EVALUATION	48
6.4.1	QUOTE EVALUATION COMMITTEE	48
6.4.2	TECHNICAL EVALUATION CRITERIA	48
6.4.3	BIDDER'S STATE-SUPPLIED PRICE SCHEDULE	49
6.4.4	QUOTE DISCREPANCIES	49
6.5	ORAL PRESENTATION	49
6.6	NEGOTIATION	49
6.7	POOR PERFORMANCE	50
7.0	CONTRACT AWARD	51
7.1	DOCUMENTS REQUIRED BEFORE CONTRACT AWARD	51
7.1.1	REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (FORMERLY EXECUTIVE ORDER NO. 134), EXECUTIVE ORDER NO. 117 (2008) AND N.J.A.C. 17:12-5 ET SEQ.	51
7.1.2	SOURCE DISCLOSURE REQUIREMENTS	51

7.1.3	AFFIRMATIVE ACTION	52
7.1.4	BUSINESS REGISTRATION	52
7.2	FINAL CONTRACT AWARD.....	52
7.3	INSURANCE CERTIFICATES	52
8.0	CONTRACT ADMINISTRATION	53
8.1	STATE CONTRACT MANAGER	53
8.1.1	STATE CONTRACT MANAGER RESPONSIBILITIES	53
8.1.2	COORDINATION WITH THE STATE CONTRACT MANAGER	53
9.0	STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS	54
1.	STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT	54
1.1	CONTRACT TERMS CROSSWALK	54
2.	STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS.....	54
2.1	BUSINESS REGISTRATION	54
2.2	ANTI-DISCRIMINATION	55
2.3	PREVAILING WAGE ACT	55
2.5	MACBRIDE PRINCIPLES	55
2.6	PAY TO PLAY PROHIBITIONS	55
2.7	POLITICAL CONTRIBUTION DISCLOSURE	56
2.8	STANDARDS PROHIBITING CONFLICTS OF INTEREST	56
2.9	NOTICE TO ALL CONTRACTORS SET-OFF FOR STATE TAX NOTICE.....	57
2.10	COMPLIANCE - LAWS	57
2.11	COMPLIANCE - STATE LAWS.....	57
2.12	WARRANTY OF NO SOLICITATION ON COMMISSION OR CONTINGENT FEE BASIS	57
3.	STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT	57
3.1	COMPLIANCE - CODES	57
3.2	PUBLIC WORKS CONTRACTOR REGISTRATION ACT	58
3.3	PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS	58
3.4	BUILDING SERVICE	59
3.5	THE WORKER AND COMMUNITY RIGHT TO KNOW ACT	59
3.6	SERVICE PERFORMANCE WITHIN U.S.....	59
3.7	BUY AMERICAN	60
4.	INDEMNIFICATION AND INSURANCE	60
4.1	INDEMNIFICATION	60
4.2	INSURANCE	60
5.	TERMS GOVERNING ALL CONTRACTS.....	61
5.1	CONTRACTOR IS INDEPENDENT CONTRACTOR	61
5.2	CONTRACT AMOUNT.....	61
5.3	CONTRACT TERM AND EXTENSION OPTION.....	61
5.4	STATE'S OPTION TO REDUCE SCOPE OF WORK.....	62
5.5	CHANGE IN LAW	62
5.6	SUSPENSION OF WORK	62
5.7	TERMINATION OF CONTRACT	62
5.8	SUBCONTRACTING OR ASSIGNMENT	63
5.9	NO CONTRACTUAL RELATIONSHIP BETWEEN SUBCONTRACTORS AND STATE	63
5.10	MERGERS, ACQUISITIONS.....	63
5.11	PERFORMANCE GUARANTEE OF CONTRACTOR.....	63
5.12	DELIVERY REQUIREMENTS.....	64
5.13	APPLICABLE LAW AND JURISDICTION.....	64
5.14	CONTRACT AMENDMENT	64
5.15	MAINTENANCE OF RECORDS	64
5.16	ASSIGNMENT OF ANTITRUST CLAIM(S).....	64
6.....		65
6.1	PRICE FLUCTUATION DURING CONTRACT	65
6.2	TAX CHARGES	65
6.3	PAYMENT TO VENDORS.....	65
6.4	OPTIONAL PAYMENT METHOD: P-CARD	66
6.5	NEW JERSEY PROMPT PAYMENT ACT.....	66
6.6	AVAILABILITY OF FUNDS	66
7.	TERMS RELATING TO ALL CONTRACTS FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS.....	67

7.1	CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.....	67
7.2	DOMESTIC PREFERENCE FOR PROCUREMENTS	67
7.3	PROCUREMENT OF RECOVERED MATERIALS.....	67
7.4	EQUAL EMPLOYMENT OPPORTUNITY	68
7.5	DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED.....	69
7.6	COPELAND ANTI-KICKBACK ACT.....	70
7.7	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708	70
7.8	RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT	71
7.9	CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED	71
7.10	DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).....	71
7.11	BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352	72

Attachment 1: Integrity Oversight Monitor Guidelines

Attachment 2: Report Template

1.0 INFORMATION FOR BIDDERS

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

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

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

1.1 PURPOSE AND INTENT

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

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

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

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

1.2 BACKGROUND

On March 9, 2020, Governor Murphy issued Executive Order 103 declaring both a Public Health Emergency and State of Emergency in light of the dangers of the Coronavirus disease 2019 ("COVID-19"). On March 13, 2020, the President of the United States declared a national emergency and determined that the COVID-19 pandemic was of sufficient severity and magnitude to warrant a nation-wide emergency declaration under Section 501 of the Robert T. Stafford

Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121-5207, ("Stafford Act") and that declaration was extended to the State of New Jersey on March 25, 2020 pursuant to Section 401 of the Stafford Act. On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act, H.R. 748, ("CARES Act") was enacted to provide economic stimulus in response to the global pandemic caused by COVID-19, (COVID-19 Recovery Funds). The CARES Act, among other things, was enacted to assist State, Local and Tribal governments navigate the impact of the COVID-19 outbreak and cover necessary expenditures related to the public health emergency incurred between March 1, 2020 and December 30, 2020.

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

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

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

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

1.2.1 ENGAGEMENT PROCESS

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

- A Using Agency will designate an agency employee to act as the contract manager for a Contractor Engagement (Agency Contract Manager), which may be the Accountability Officer. The Agency Contract Manager will notify the State Contract Manager, on a form prescribed by Treasury, along with any required supporting documentation, of its request for a Contractor. The Agency Contract Manager will indicate which Contractor services are required.
- The Agency Contract Manager will develop an Engagement Query on an individual basis. The Engagement Query will include a detailed scope of work; specific performance milestones, timelines, and standards and deliverables and liquidated damages for failure to meet any required milestones, timelines or standards or deliverables.

- The Agency Contract Manager, in consultation with the Office of the Attorney General, Division of Law, will structure a liquidated damages provision for the failure to meet any required milestones, timelines, or standards or deliverables, as appropriate.
- The Agency Contract Manager will submit its Engagement Query to the State Contract Manager. Upon approval by the State Contract Manager, but prior to the solicitation of any services, the Engagement Query will be sent to OSC for approval pursuant to EO 166. After receiving approval from OSC, the State Contract Manager will send the Engagement Query to all eligible Contractors within the pool.
- Interested and eligible Contractors shall respond to the Engagement Query within the timeframe designated by the State Contract Manager, with a detailed proposal that includes a detailed budget, timelines, and plan to perform the scope of work and other requirements of the Engagement Query. Contractors shall identify any potential conflicts of interest that would prevent them from accepting an Engagement.
- The State Contract Manager will forward to the Agency Contract Manager all proposals received in response to the Engagement Query. The Agency Contract Manager will review the proposals and select the Contractor whose proposal represents the best value, price and other factors considered. The Agency Contract Manager will memorialize in writing the justification for selecting an Integrity Monitor(s).
- Prior to finalizing any Engagement under this contract, the Agency Contract Manager, in consultation with the Accountability Officer, will independently determine whether the intended Contractor has any potential conflicts with the engagement.
- The State Contract Manager, on behalf of the Using Agency, will then issue a Letter of Engagement with a "Not to Exceed" clause to the engaged Contractor and work with the Agency Contract Manager to begin the issuance of Letter of Engagement.

1.3 QUESTION AND ANSWER PERIOD

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

- A. Questions should be directly tied to the RFQ and asked in consecutive order, from beginning to end, following the organization of the RFQ; and
- B. Each question should begin by referencing the RFQ page number and section number to which it relates.

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

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

1.3.1 SUBMISSION OF QUOTES

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

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

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

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

1.4 ADDITIONAL INFORMATION

1.4.1 BIDDER RESPONSIBILITY

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

1.4.2 COST LIABILITY

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

1.4.3 CONTENTS OF QUOTE

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

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

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

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

The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the Bidder accordingly. Any proprietary and/or confidential information in a Quote will be redacted by the State. **The State will not honor any attempt by a Bidder to designate its entire Quote and/or prices as proprietary, confidential and/or to claim copyright protection for its entire Quote.** Copyright law does not prohibit access to a record which is otherwise available under OPRA. In the event of any challenge to the Bidder's assertion of confidentiality with which the State does not concur, the Bidder shall be solely responsible for defending its designation,

but in doing so, all costs and expenses associated therewith shall be the responsibility of the Bidder. The State assumes no such responsibility or liability.

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

1.4.4 ELECTRONIC SIGNATURES

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

2.0 DEFINITIONS

2.1 CROSSWALK

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

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

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

2.2 GENERAL DEFINITIONS

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

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

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

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

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

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

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

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

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

Director – Director, Division of Purchase and Property, Department of the Treasury, who by statutory authority is the Chief Contracting Officer for the State of New Jersey.

Discount - The standard price reduction applied by the Bidder / Contractor to all items.

Division – The Division of Purchase and Property.

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

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

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

Must – Denotes that which is a mandatory requirement.

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

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

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

QRGs – Quick Reference Guides.

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

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

Shall – Denotes that which is a mandatory requirement.

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

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

State – The State of New Jersey.

State Contract Manager (SCM) – The State employee responsible for overall management of the contract as set forth in Section 8.0. The SCM cannot direct or approve a Change Order.

State-Supplied Price Sheet – the bidding document created by the State and attached to this RFQ on which the Bidder submits its Quote pricing as is referenced and described in RFQ Section 4.1.4.

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

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

Task – A discrete unit of work to be performed.

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

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

2.3 CONTRACT SPECIFIC DEFINITIONS/ACRONYMS

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

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

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

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

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

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

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

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

Engagement Query – A detailed scope of work that includes specific performance milestones, timelines, and standards and deliverables and liquidated damages for failure to meet any required milestones, timelines or standards or deliverables that the Agency Contract Manager will submit to the State Contract Manager. Upon approval by the State Contract Manager, but prior to the

solicitation of any services, the Engagement Query shall be sent to OSC for approval pursuant to EO 166. After receiving approval from OSC, the State Contract Manager will send the Engagement Query to all eligible Integrity Monitors within the pool and request for competitive price quotes for all or some of the services listed under this RFQ.

GDRO – The Governor's Disaster Recovery Office

GSA – United States General Services Administration

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

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

OSC – The Office of the State Comptroller

SME – Subject Matter Expert.

3.0 SCOPE OF WORK – REQUIREMENTS OF THE CONTRACTOR

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

3.1 GENERAL TASKS

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

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

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

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

3.1.1 SPECIFIC TASKS BY CATEGORY

3.1.1.1 CATEGORY 1 - PROGRAM AND PROCESS MANAGEMENT AUDITING

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

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

3.1.1.2 CATEGORY 2 – FINANCIAL AUDITING AND GRANT MANAGEMENT

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

- a) Plan, implement, administer, coordinate, monitor and evaluate the specific activities of all assigned financial and administrative functions. Develop and modify policies/procedures/systems in accordance with organizational needs and objectives, as well as applicable government regulations;
- b) Provide technical knowledge and expertise to review and make recommendations to streamline grant management and fiscal management processes to ensure accountability of funds and compliance with program regulations;
- c) Provide tools to be used by Using Agencies for the assessment of the performance of the financial transaction processes;
- d) Monitor all grant management, accounting, budget management, and other business office functions regularly;
- e) Provide and/or identify training for staff in the area of detection and prevention of fraud, waste and abuse; and
- f) Ensure compliance with all applicable Federal and State accounting and financial reporting requirements.

3.1.1.3 CATEGORY 3 - INTEGRITY MONITORING/ANTI-FRAUD

Contractors selected from this pool must be able to provide all the following services, as applicable:

- a) Forensic accounting and all specialty accounting services;
- b) Continuing risk assessments and loss prevention strategies;
- c) Performance and program monitoring and promotion of best practices as applicable to each Letter of Engagement issued under this Contract;
- d) Prevention, detection and investigation of fraud and misconduct;
- e) Implementation and management of appropriate compliance systems and controls required by State and Federal governing guidelines, regulations and law;
- f) Provide data management systems/programs for the purpose of collecting, conducting and reporting required compliance and anti-fraud analytics.

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

3.1.2 DELIVERABLES AND DUE DATES

3.1.3 DELIVERABLES

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

- 1) Draft quarterly reports, which shall be due on the last day of the quarter detailing the specific services rendered during that quarter and any findings of waste, fraud or abuse;
- 2) Final quarterly reports to the State Treasurer, including any comments from the Using Agency, which shall be shared with the GDRO, the Senate President, Speaker of the General Assembly, the Attorney General and the State Comptroller; and
- 3) Any additional reporting requirements included in the Letter of Engagement.

3.1.4 DELIVERABLE DUE DATES

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

3.1.5 REPORTING AND DOCUMENTATION

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

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

The Contractor shall maintain all records related to products, transactions or services under this contract for a minimum period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the Comptroller, for audit and review, upon request

pursuant to N.J.A.C. 17:44-2.2 and disclose to other parties for audit and review. Record retention beyond the five (5) year mark may be necessary and will be directed by the State.

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

3.2 LITIGATION SERVICES

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

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

3.3 TRAVEL EXPENSES AND REIMBURSEMENTS

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

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

- a) Coach class air fare purchased at the lowest reasonably available rate and baggage fees, to include consultant deployment and demobilization travel;
- b) Meals limited to the maximum current GSA per diem rate (receipts not required but will be supplied funding agencies require same)
- c) Lodging limited to the maximum current GSA per diem rate to include GSA approved lodging waivers;
- d) Rotation airfare for Contractor employees or approved sub-consultants/subcontractors will be reimbursed based on travel regulations in the above referenced circular policy which limits each individual to a maximum of one (1) extended weekend trip every two (2) weeks, with up to one (1) trip up every quarter being a trip that can extend up to a week in duration; coach class air fare purchased at the lowest reasonably available rate plus baggage fees. Additional rotations or extensions of rotation duration may also be allowed outside of this rotation policy if deemed cost-effective or for client-recognized holidays, as long as they are approved by the State; and
- e) Mileage for Contractor's privately owned vehicles at the current New Jersey rate of 35 cents per mile.

3.4 SECURITY PLAN

The Contractor shall submit a detailed Security Plan that addresses the Contractor's approach to meeting each applicable security requirement outlined below, to the State, no later than 30 days after the award of the Contract. The State approval of the Security Plan shall be set forth in writing.

In the event that the State reasonably rejects the Security Plan after providing the Contractor an opportunity to cure, the Director may terminate the Contract pursuant to the SSTC.

3.4.1 INFORMATION SECURITY PROGRAM MANAGEMENT

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

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

3.4.2 COMPLIANCE

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

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

3.4.3 PERSONNEL SECURITY

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

- A. Position descriptions that include appropriate language regarding each role's security requirements;
- B. To the extent permitted by law, employment screening checks are conducted and successfully passed for all personnel prior to beginning work or being granted access to information assets;
- C. Rules of behavior are established and procedures are implemented to ensure personnel are aware of and understand usage policies applicable to information and information systems;
- D. Access reviews are conducted upon personnel transfers and promotions to ensure access levels are appropriate;

- E. Contractor disables system access for terminated personnel and collects all organization owned assets prior to the individual's departure; and
- F. Procedures are implemented that ensure all personnel are aware of their duty to protect information assets and their responsibility to immediately report any suspected information security incidents.

3.4.4 SECURITY AWARENESS AND TRAINING

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

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

3.4.5 RISK MANAGEMENT

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

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

3.4.6 PRIVACY

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

requirements of N.J.S.A. § 39:2-3.4. Contractor shall also conform to PCI DSS, where applicable.

- **Security:** Contractor agrees to take appropriate administrative, technical and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of user information. Contractor shall ensure that PII and other State Confidential Information is secured and encrypted during transmission or at rest.
- **Data Transmission:** The Contractor shall only transmit or exchange State of New Jersey data with other parties when expressly requested in writing and permitted by and in accordance with requirements of the Contract or the State of New Jersey. The Contractor shall only transmit or exchange data with the State of New Jersey or other parties through secure means supported by current technologies. The Contractor shall encrypt all PII and other State Confidential Information as defined by the State of New Jersey or applicable law, regulation or standard during any transmission or exchange of that data.
- **Data Storage:** All data provided by the State of New Jersey or State data obtained by the Contractor in the performance of the Contract must be stored, processed, and maintained solely in accordance with a project plan and system topology approved by the State Contract Manager. No State data shall be processed on or transferred to any device or storage medium including portable media, smart devices and/or USB devices, unless that device or storage medium has been approved in advance in writing by the State Contract Manager. The Contractor must not store or transfer State of New Jersey data outside of the United States.
- **Data Re-Use:** All State data shall be used expressly and solely for the purposes enumerated in the Contract. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of the Contractor. No State data of any kind shall be transmitted, exchanged or otherwise passed to other contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by the State Contract Manager.
- **Data Breach:** In the event of any actual, probable or reasonably suspected breach of security, or any unauthorized access to or acquisition, use, loss, destruction, compromise, alteration or disclosure of any PII (each, a security breach) that may concern any State Confidential Information or PII, Contractor shall: (a) notify the State immediately of such breach, but in no event later than 24 hours after such security breach; (b) designate a single individual employed by Contractor who shall be available to the State 24 hours per day, seven (7) days per week as a contact regarding Contractor's obligations under Section 3.4.33 (Incident Response); (c) not provide any other notification or provide any disclosure to the public regarding such security breach without the prior written consent of the State, unless required to provide such notification or to make such disclosure pursuant to any applicable law, regulation, rule, order, court order, judgment, decree, ordinance, mandate or other request or requirement now or hereafter in effect, of any applicable governmental authority or law enforcement agency in any jurisdiction worldwide (in which case Contractor shall consult with the State and reasonably cooperate with the State to prevent any notification or disclosure concerning any PII, security breach, or other State Confidential Information); (d) assist the State in investigating, remedying and taking any other action the State deems necessary regarding any security breach and any dispute, inquiry, or claim that concerns the security breach; (e) follow all instructions provided by the State relating to the State Confidential Information affected or potentially affected by the security breach; (f) take such actions as necessary to prevent future security breaches; and (g) unless prohibited by an applicable statute or court order, notify the State of any third party legal process relating to any security breach including, at a minimum, any legal process initiated by any governmental entity (foreign or domestic).
- **Minimum Necessary.** Contractor shall ensure that PII and other State Confidential Information requested represents the minimum necessary information for the services as described in this RFQ and, unless otherwise agreed to in writing by the State, that only

necessary individuals or entities who are familiar with and bound by the Contract will have access to the State Confidential Information in order to perform the work.

- End of Contract Data Handling: Upon termination/expiration of this Contract the Contractor shall first return all State data to the State in a usable format as defined in the Contract, or in an open standards machine-readable format if not. The Contractor shall then erase, destroy, and render unreadable all Contractor back up copies of State data according to the standards enumerated in accordance with the State's most recent Media Protection policy, https://www.nj.gov/it/docs/ps/NJ_Statewide_Information_Security_Manual.pdf, and certify in writing that these actions have been completed within 30 days after the termination/expiration of the Contract or within seven (7) days of the request of an agent of the State whichever should come first.
- In the event of loss of any State data or records where such loss is due to the intentional act, omission, or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the State Contract Manager. The Contractor shall ensure that all data is backed up and is recoverable by the Contractor. In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of non-public data.

3.4.7 ASSET MANAGEMENT

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

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

3.4.8 SECURITY CATEGORIZATION

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

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

3.4.9 MEDIA PROTECTION

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

- A. Media storage/access/transportation;
- B. Maintenance of sensitive data inventories;
- C. Application of cryptographic protections;
- D. Restricting the use of portable storage devices;

- E. Establishing records retention requirements in accordance with business objectives and statutory and regulatory obligations; and
- F. Media disposal/sanitization.

3.4.10 CRYPTOGRAPHIC PROTECTIONS

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

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

3.4.11 ACCESS MANAGEMENT

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

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

3.4.12 IDENTITY AND AUTHENTICATION

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

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

3.4.13 REMOTE ACCESS

The Contractor shall strictly control remote access to the Contractor's internal networks, systems, applications, and services. Appropriate authorizations and technical security controls shall be implemented prior to remote access being established. Remote access controls shall include at a minimum:

- A. Establishing centralized management of the Contractor's remote access infrastructure;
- B. Implementing technical security controls (e.g. encryption, multi-factor authentication, IP whitelisting, geo-fencing); and
- C. Training users in regard to information security risks and best practices related remote access use.

3.4.14 SECURITY ENGINEERING AND ARCHITECTURE

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

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

3.4.15 CONFIGURATION MANAGEMENT

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

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

3.4.16 ENDPOINT SECURITY

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

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

3.4.17 ICS/SCADA/OT SECURITY

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

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

3.4.18 INTERNET OF THINGS SECURITY

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

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

3.4.19 MOBILE DEVICE SECURITY

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

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

3.4.20 NETWORK SECURITY

The Contractor shall implement defense-in-depth and least privilege strategies for securing the information technology networks that it operates. To ensure information technology resources are

available to authorized network clients and protected from unauthorized access, the Contractor shall:

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

3.4.21 CLOUD SECURITY

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

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

3.4.22 CHANGE MANAGEMENT

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

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

3.4.23 MAINTENANCE

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

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

3.4.24 THREAT MANAGEMENT

The Contractor shall establish effective communication protocols and processes to collect and disseminate actionable threat intelligence, thereby providing component units and individuals with the information necessary to effectively manage risk associated with new and emerging threats to

the organization's information technology assets and operations. Threat management includes, at a minimum:

- A. Developing, implementing, and governing processes and documentation to facilitate the implementation of a threat awareness policy, as well as associated standards, controls and procedures.
- B. Subscribing to and receiving relevant threat intelligence information from the US CERT, the organization's vendors, and other sources as appropriate.

3.4.25 VULNERABILITY AND PATCH MANAGEMENT (VU)

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

- A. Prioritizing vulnerability scanning and remediation activities based on the criticality and security categorization of systems and information, and the risks associated with a loss of confidentiality, integrity, availability, and/or privacy;
- B. Maintaining software and operating systems at the latest vendor-supported patch levels;
- C. Conducting penetration testing and red team exercises; and
- D. Employing qualified third-parties to periodically conduct Independent vulnerability scanning, penetration testing, and red-team exercises.

3.4.26 CONTINUOUS MONITORING

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

- A. Centralizing the collection and monitoring of event logs;
- B. Ensuring the content of audit records includes all relevant security event information;
- C. Protecting of audit records from tampering; and
- D. Detecting, investigating, and responding to incidents discovered through monitoring.

3.4.27 SYSTEM DEVELOPMENT AND ACQUISITION

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

- A. Secure coding;
- B. Separation of development, testing, and operational environments;
- C. Information input restrictions;
- D. Input data validation;
- E. Error handling;
- F. Security testing throughout development;
- G. Restrictions for access to program source code; and
- H. Security training of software developers and system implementers.

3.4.28 PROJECT AND RESOURCE MANAGEMENT

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

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

3.4.29 CAPACITY AND PERFORMANCE MANAGEMENT

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

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

3.4.30 THIRD PARTY MANAGEMENT

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

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

3.4.31 PHYSICAL AND ENVIRONMENTAL SECURITY

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

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

3.4.32 CONTINGENCY PLANNING

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

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

3.4.33 INCIDENT RESPONSE

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

- A. Information security incident reporting awareness;
- B. Incident response planning and handling;
- C. Establishment of an incident response team;
- D. Cybersecurity insurance;
- E. Contracts with external incident response services specialists; and
- F. Contacts with law enforcement cybersecurity units.

4.0 QUOTE PREPARATION AND SUBMISSION – REQUIREMENTS OF THE BIDDER

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

4.1 GENERAL

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

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

The forms discussed herein and required for submission of a Quote in response to this RFQ are available on the [Division's website](#) unless noted otherwise.

4.1.1 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED WITH QUOTE

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

4.1.1.1 OFFER AND ACCEPTANCE PAGE

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

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

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

4.1.1.1.1 MACBRIDE PRINCIPLES CERTIFICATION

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

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

- A. The Bidder has no operations in Northern Ireland; or
- B. The Bidder has business operations in Northern Ireland and is committed to compliance with the MacBride principles.

A Bidder electing not to certify to the MacBride Principles must nonetheless sign the RFQ Offer and Acceptance Page AND must include, as part of its Quote, a statement indicating its refusal to comply with the provisions of this Act.

4.1.1.1.2 NON-COLLUSION

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

- A. The price(s) and amount of its Quote have been arrived at independently and without consultation, communication or agreement with any other Contractor / Bidder or any other party;
- B. Neither the individual price(s) nor the total amount of its Quote, and neither the approximate price(s) nor approximate amount of its Quote, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before the Quote submission;
- C. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Contract, or to submit a Quote higher than this Quote, or to submit any intentionally high or noncompetitive Quote or other form of complementary Quote;
- D. The Quote of the firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Quote; and
- E. The Bidder, its affiliates, subsidiaries, officers, directors, and employees are not, to the Bidder's knowledge, currently under investigation by any governmental agency for alleged conspiracy or collusion with respect to bidding on any public Contract and have not in the last five (5) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public Contract.

4.1.1.1.3 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION

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

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

4.1.1.2 STANDARD FORMS REQUIRED WITH THE QUOTE

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

4.1.1.2.1 OWNERSHIP DISCLOSURE FORM

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

A current completed Ownership Disclosure Form must be received prior to or accompany the submitted Quote. A Bidder's failure to submit the completed and signed form with its Quote will result in the rejection of the Quote as non-responsive and preclude the award of a Contract to said

Bidder unless the Division has on file a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Quote submission deadline for this procurement. If any ownership change has occurred within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Quote.

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

The Ownership Disclosure Form located on the [Division's website](#).

4.1.1.2.2 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

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

The Disclosure of Investment Activities in Iran form located on the [Division's website](#).

4.1.1.3 SUBCONTRACTOR UTILIZATION PLAN

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

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

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

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

The Subcontractor Utilization Plan form is located on the [Division's website](#).

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

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

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

4.1.2.1 BUSINESS REGISTRATION

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

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

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

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

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

4.1.2.2 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM

The Bidder should submit the Disclosure of Investigations and Other Actions Involving Bidder Form, with its Quote, to provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. If a Bidder does not submit the form with the Quote, the

Bidder must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

The Disclosure of Investigations and Other Actions Involving Bidder Form located on the [Division's website](#).

4.1.2.3 SOURCE DISCLOSURE

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

The Source Disclosure Form is located on the [Division's website](#).

4.1.3 FINANCIAL CAPABILITY OF THE BIDDER

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

- A. For publicly traded companies the Bidder should provide copies or the electronic location of the annual reports filed for the two most recent years; or
- B. For privately held companies the Bidder should provide the certified financial statement (audited or reviewed) in accordance with applicable standards by an independent Certified Public Accountant which include a balance sheet, income statement, and statement of cash flow, and all applicable notes for the most recent calendar year or the Bidder's most recent fiscal year.

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

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

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

4.1.4 STATE-SUPPLIED PRICE SHEET

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

4.1.4.1 STATE-SUPPLIED PRICE SHEET INSTRUCTIONS

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

considered non-responsive. Each Bidder is required to hold its prices firm through issuance of Contract.

4.1.4.2 DELIVERY TIME AND COSTS

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

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

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

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

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

4.1.4.4 CASH DISCOUNTS

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

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

- A. Discount periods shall be calculated starting from the next business day after the Using Agency has accepted the goods or services, received a properly signed and executed invoice and, when required, a properly executed performance security, whichever is latest; and
- B. The date on the check issued by the State in payment of that invoice shall be deemed the date of the State's response to that invoice.

4.2 REQUIRED COMPONENTS OF THE QUOTE

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

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

4.2.1 TECHNICAL QUOTE

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

services provided by the Bidder. The list must detail the type, budget and a comprehensive description of each contract.

4.2.2 MANAGEMENT OVERVIEW

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

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

4.2.3 CONTRACT MANAGEMENT

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

4.2.4 ORGANIZATIONAL SUPPORT AND EXPERIENCE

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

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

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

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

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

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

C. **Project Manager** – Individuals responsible for managing the resources of projects. This individual is responsible for making sure a project is completed within a certain set of restraints.

These restraints usually involve time, money, people and materials. The project must then be completed to a certain level of quality.

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

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

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

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

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

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

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

4.2.5 RESUMES

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

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

4.2.6 EXPERIENCE OF BIDDER ON SIMILAR CONTRACTS

The Bidder should provide a comprehensive listing of similar contracts that it has successfully completed, as evidence of the Bidder's ability to successfully complete the services required by this RFQ and the Engagement for which the Bidder submits a Quote. The Bidder should emphasize

previously held contracts in which they engaged in the oversight/monitoring of programs of a similar size administered by a federal agency.. A description of all such contracts should include and show the relation of such contracts to the ability of the Bidder to complete the services required by this RFQ. For each such contract, the Bidder should provide two (2) names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.

4.2.7 ADDITIONAL EXPERIENCE OF BIDDER

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

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

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

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

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

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

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

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

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

4.2.9 OVERVIEW OF SECURITY PLAN AND STANDARDS

The Bidder shall complete and submit the State of New Jersey Security Due Diligence Third-Party Information Security Questionnaire (Questionnaire) with its Quote as per Section 4.2. This Questionnaire is designed to provide the State with an overview of the Bidder's security and privacy

controls to meet the State of New Jersey's objectives as outlined and documented in the Statewide Information Security Manual and compliance with the State's security requirements as outlined in Section 3.4.

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

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

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS APPLICABLE TO THE Contract

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

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

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

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

5.2 CONTRACT TERM AND EXTENSION OPTION

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

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

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

5.3 CONTRACT TRANSITION

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

5.4 CHANGE ORDER

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

5.5 CONTRACTOR RESPONSIBILITIES

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

The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under this Contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this Contract shall not in any way relieve the Contractor of

responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the Contractor's performance of this Contract.

5.6 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

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

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

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

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

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

5.7 OWNERSHIP OF MATERIAL

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

Should the Bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the Quote. Otherwise, the language in the first paragraph of this section prevails. If the Bidder identifies such intellectual property ("Background IP") in its Quote, then the Background IP owned by the Bidder on the date of this Contract, as well as any modifications or adaptations thereto, remain the property of the Bidder. Upon Contract award, the Bidder/Contractor shall grant the State a nonexclusive, perpetual royalty free license to use any of the Bidder's/Contractor's Background IP delivered to the State for the purposes contemplated by this Contract.

Auditing firm working papers remain the property of the auditing firm in accordance with standards issued by the American Institute of Certified Public Accountants (AICPA). While considered confidential information, the State recognizes that the firm may be requested to make certain working papers available to regulatory agencies, pursuant to authority given by law or regulation. In such instances, access to the working papers may be provided to these agencies based upon AICPA standards and under supervision of the firm.

5.8 CONFIDENTIALITY

- A. The obligations of the State under this provision are subject to the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena;
- B. By virtue of this Contract, the parties may have access to information that is confidential to one another. The parties agree to disclose to each other only information that is required for the performance of their obligations under this Contract. Contractor's Confidential Information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure and anything identified in Contractor's Quote as Background IP ("Contractor Confidential Information"). Notwithstanding the previous sentence, the terms and pricing of this Contract are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena;
- C. The State's Confidential Information shall consist of all information or data contained in documents supplied by the State, any information or data gathered by the Contractor in fulfillment of the contract and any analysis thereof (whether in fulfillment of the contract or not).
- D. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party;
- E. The State agrees to hold Contractor's Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information;
- F. In the event that the State receives a request for Contractor Confidential Information related to this Contract pursuant to a court order, subpoena, or other operation of law, the State agrees, if permitted by law, to provide Contractor with as much notice, in writing, as is reasonably practicable and the State's intended response to such order of law. Contractor shall take any action it deems appropriate to protect its documents and/or information;
- G. In addition, in the event Contractor receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, Contractor shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and Contractor's intended response to such order of law. The State shall take any action it deems appropriate to protect its documents and/or information; and
- H. Notwithstanding the requirements of nondisclosure described in this Section, either party may release the other party's Confidential Information:
 - (i) if directed to do so by a court or arbitrator of competent jurisdiction; or
 - (ii) pursuant to a lawfully issued subpoena or other lawful document request:

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

5.9 NEWS RELEASES

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

5.10 ADVERTISING

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

5.11 LICENSES AND PERMITS

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

5.12 CLAIMS AND REMEDIES

5.12.1 CLAIMS

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

5.12.2 REMEDIES

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

5.12.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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

5.13 MODIFICATIONS AND CHANGES TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS (SSTC)

5.13.1 INDEMNIFICATION

Section 4.1 of the SSTC is deleted and replaced with the following:

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

- A. The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State and its officers, agents, servants and employees, from and against any and all third party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith:
 - 1. For or on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or products supplied under this Contract or the order; and
 - 2. For or on account of the use of any patent, copyright, trademark, trade secret or other proprietary right of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance ("Intellectual Property Rights") furnished or used in the performance of this Contract; and
 - 3. The Contractor's indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions.
- B. In the event of a claim or suit involving third-party Intellectual Property Rights, the Contractor, at its option, may: (1) procure for the State the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties. The State will (1) promptly notify Contractor in writing of the claim or suit; (2) Contractor shall have control of the defense and settlement of any claim that is subject to Section 4.1(a); provided; however, that the State must approve any settlement of the alleged claim, which approval shall not be unreasonably withheld. The State may observe the proceedings relating to the alleged claim and confer with the Contractor at its expense. Furthermore, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of New Jersey, nor purport to act as legal representative of the State of New Jersey, without having provided notice to the Director of the Division of Law in the Department of Law and Public Safety and to the Director of DPP. The State of New Jersey may, at its election and expense, assume its own defense and settlement;
- C. Notwithstanding the foregoing, Contractor has no obligation or liability for any claim or suit concerning third-party Intellectual Property Rights arising from: (1) the State's unauthorized combination, operation, or use of a product supplied under this Contract with any product, device, or Software not supplied by Contractor; (2) the State's unauthorized alteration or modification of any product supplied under this Contract; (3) the Contractor's compliance with the State's designs, specifications, requests, or instructions, provided that if the State provides Contractor with such designs, specifications, requests, or instructions, Contractor reviews same and advises that such designs, specifications, requests or instructions present potential issues of patent or copyright infringement and the State nonetheless directs the Contractor to proceed with one (1) or more designs, specifications, requests or instructions that present potential issues of patent or copyright infringement; or (4) the State's failure to promptly implement a required update or modification to the product provided by Contractor;
- D. Contractor will be relieved of its responsibilities under Subsection 4.1(a)(i) and (ii) for any claims made by an unaffiliated third party that arise solely from the actions or omissions of

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

- E. This section states the entire obligation of Vendor {Contractor} and its suppliers, and the exclusive remedy of the State, in respect of any infringement or alleged infringement of any Intellectual Property Rights. This indemnity obligation and remedy are given to the State solely for its benefit and in lieu of, and Contractor disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any product; and
- F. The State of New Jersey will not indemnify, defend, pay or reimburse for claims or take similar actions on behalf of the Contractor.

4.1.1 LIMITATION OF LIABILITY

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

- a. The Contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage, or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the Contractor under this Contract caused by negligence or willful misconduct of the Contractor;
- b. The Contractor's breach of its obligations of confidentiality; and
- c. The Contractor's liability with respect to copyright indemnification.

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

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

5.13.2 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

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

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

5.14 FORCE MAJEURE PROVISION

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

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

5.15 CONTRACT ACTIVITY REPORT

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

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

- A. Contractor's total sales volume, with line item detail, to each purchaser under this Contract;
- B. Subtotals by product, including, if applicable, catalog number and description, price list with appropriate page reference, and/or Contract discount applied; and
- C. Total dollars paid to Subcontractors, include a separate breakdown for dollars paid to New Jersey Small Business as defined in N.J.A.C. 17:13-1.2.

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

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

Reports are due:

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

5.16 ELECTRONIC PAYMENTS

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

5.17 PROGRAM EFFICIENCY ASSESSMENT FOR STATE USING AGENCIES

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

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

6.0 QUOTE EVALUATION

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

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

Pursuant to N.J.A.C. 17:12.2.7(d), the Director may waive minor irregularities or omissions in a Quote. The Director also reserves the right to waive a requirement provided that the requirement does not materially affect the procurement or the State's interests associated with the procurement.

6.2 STATE'S RIGHT TO INSPECT BIDDER FACILITIES

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

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

6.3 STATE'S RIGHT TO REQUEST FURTHER INFORMATION

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

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

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

6.4 EVALUATION

6.4.1 QUOTE EVALUATION COMMITTEE

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

6.4.2 TECHNICAL EVALUATION CRITERIA

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

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

- A. Personnel: The qualifications and experience of the Bidder's management, supervisory, and key personnel assigned to the Contract, including the candidates recommended for each of the positions/roles required;
- B. Experience of firm: The Bidder's documented experience in successfully completing

Contract of a similar size and scope in relation to the work required by this RFQ; and

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

6.4.3 BIDDER'S STATE-SUPPLIED PRICE SCHEDULE

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

6.4.4 QUOTE DISCREPANCIES

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

6.5 ORAL PRESENTATION

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

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

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

6.6 NEGOTIATION

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

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

Negotiations will be conducted only in those circumstances where it is deemed to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the Bidder is advised to submit its best technical and price Quote in response to this RFQ since the State may, after evaluation, make a Contract award based on the content of the initial submission, without further negotiation with any Bidder.

All contacts, records of initial evaluations, any correspondence with a Bidder related to any request for clarification, negotiation, any revised technical and/or price Quotes, and related documents will remain confidential until a Notice of Intent to Award a Contract is issued.

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

6.7 POOR PERFORMANCE

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

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

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

- A. The State shall not enter into a Contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods;
- B. Prior to awarding any Contract or agreement to any Business Entity, the Business Entity proposed as the intended Contractor of the Contract shall submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. The required form and instructions, available for review on the Division's website at <http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf>, shall be provided to the intended Contractor for completion and submission to the Division with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended Contractor shall submit to the Division, the Certification and Disclosure(s) within five (5) business days of the State's request. The Certification and Disclosure(s) may be executed electronically by typing the name of the authorized signatory in the "Signature" block as an alternative to downloading, physically signing the form, scanning the form, and uploading the form. Failure to submit the required forms will preclude award of a Contract under this RFQ, as well as future Contract opportunities; and
- C. Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the Contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Division's website at <http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf>, shall be provided to the intended Contractor with the Notice of Intent to Award.

The Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form is located on the [Division's website](#).

7.1.2 SOURCE DISCLOSURE REQUIREMENTS

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

Pursuant to the statutory requirements, the intended Contractor of a Contract primarily for services with the State of New Jersey must disclose the location by country where services under the Contract, including subcontracted services, will be performed. The Source Disclosure Form accompanies the subject RFQ. FAILURE TO SUBMIT SOURCING INFORMATION WHEN

REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE INTENDED BIDDER.

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

The Source Disclosure Form is located on the [Division's website](#).

7.1.2.1 BREACH OF CONTRACT

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

7.1.3 AFFIRMATIVE ACTION

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

7.1.4 BUSINESS REGISTRATION

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

7.2 FINAL CONTRACT AWARD

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

7.3 INSURANCE CERTIFICATES

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

8.0 CONTRACT ADMINISTRATION

8.1 STATE CONTRACT MANAGER

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

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

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

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

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

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

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

9.0 STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

(Rev: 11/12/2020)

1. STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT

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

1.1 CONTRACT TERMS CROSSWALK

NJSTART Term	Equivalent Statutory, Regulatory and/or Legacy Term
Bid/Bid Solicitation	Request For Proposal (RFP)/Solicitation
Bid Amendment	Addendum
Change Order	Contract Amendment
Master Blanket Purchase Order (Blanket P.O.)	Contract
Offer and Acceptance Page	Signatory Page
Quote	Proposal
Vendor	Bidder/Contractor

2. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

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

2.1 BUSINESS REGISTRATION

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

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

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

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

2.2 ANTI-DISCRIMINATION

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

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

2.3 PREVAILING WAGE ACT

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

2.4 AMERICANS WITH DISABILITIES ACT

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

2.5 MACBRIDE PRINCIPLES

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

2.6 PAY TO PLAY PROHIBITIONS

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

- A. Make or solicit a contribution in violation of the statute;
- B. Knowingly conceal or misrepresent a contribution given or received;
- C. Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- D. Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor or Lieutenant Governor, or to any State or county party committee;

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

2.7 POLITICAL CONTRIBUTION DISCLOSURE

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

2.8 STANDARDS PROHIBITING CONFLICTS OF INTEREST

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

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

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

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

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

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

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

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

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

2.10 COMPLIANCE - LAWS

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

2.11 COMPLIANCE - STATE LAWS

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

2.12 WARRANTY OF NO SOLICITATION ON COMMISSION OR CONTINGENT FEE BASIS

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

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

3.1 COMPLIANCE - CODES

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

3.2 PUBLIC WORKS CONTRACTOR REGISTRATION ACT

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

3.3 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS

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

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

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

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

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

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

3.4 BUILDING SERVICE

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

3.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT

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

3.6 SERVICE PERFORMANCE WITHIN U.S.

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

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

3.7 BUY AMERICAN

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

3.8 DOMESTIC MATERIALS

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

3.9 DIANE B. ALLEN EQUAL PAY ACT

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

4. INDEMNIFICATION AND INSURANCE

4.1 INDEMNIFICATION

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

1. Indemnification for Third Party Claims - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract;
2. The contractor’s indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions; and
3. In the event of a patent and copyright claim or suit, the contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

4.2 INSURANCE

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

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

ccau.certificate@treas.nj.gov

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

- A. Occurrence Form Commercial General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Commercial General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as "Additional Insureds" and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic Commercial General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage;
- B. Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit. The State must be named as an "Additional Insured" and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the State's behalf or on State controlled property;
- C. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:
 - 1. \$1,000,000 BODILY INJURY, EACH OCCURRENCE;
 - 2. \$1,000,000 DISEASE EACH EMPLOYEE; and
 - 3. \$1,000,000 DISEASE AGGREGATE LIMIT.
 - o This \$1,000,000 amount may have been raised by the RFP when deemed necessary by the Director; and
 - o In the case of a contract entered into pursuant to N.J.S.A. 52:32-17 et seq., (small business set asides) the minimum amount of insurance coverage in subsections a., b., and c. above may have been lowered in the RFP for certain commodities when deemed in the best interests of the State by the Director.

5. TERMS GOVERNING ALL CONTRACTS

5.1 CONTRACTOR IS INDEPENDENT CONTRACTOR

The contractor's status shall be that of any independent contractor and not as an employee of the State.

5.2 CONTRACT AMOUNT

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

5.3 CONTRACT TERM AND EXTENSION OPTION

If, in the opinion of the Director, it is in the best interest of the State to extend a contract, the contractor shall be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the term and period of performance of the contract. If the contractor agrees to the extension, all terms and conditions of the original contract shall apply unless more favorable terms for the State have been negotiated.

5.4 STATE'S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under this contract. In such an event, the Director shall provide to the contractor advance written notice of the change in scope of work and what the Director believes should be the corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

- A. If the contractor does not agree with the Director's proposed adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price; and
- B. If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

5.5 CHANGE IN LAW

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

5.6 SUSPENSION OF WORK

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

5.7 TERMINATION OF CONTRACT

- A. For Convenience:
Notwithstanding any provision or language in this contract to the contrary, the Director may terminate this contract at any time, in whole or in part, for the convenience of the State, upon no less than 30 days written notice to the contractor;
- B. For Cause:
 - a. Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond; and

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

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

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

5.8 SUBCONTRACTING OR ASSIGNMENT

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

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

5.9 NO CONTRACTUAL RELATIONSHIP BETWEEN SUBCONTRACTORS AND STATE

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

5.10 MERGERS, ACQUISITIONS

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

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

5.11 PERFORMANCE GUARANTEE OF CONTRACTOR

The contractor hereby certifies that:

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

- B. All equipment supplied to the State and operated by electrical current is UL listed where applicable;
- C. All new machines are to be guaranteed as fully operational for the period stated in the contract from time of written acceptance by the State. The contractor shall render prompt service without charge, regardless of geographic location;
- D. Sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters;
- E. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice;
- F. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract; and
- G. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

5.12 DELIVERY REQUIREMENTS

- A. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract;
- B. The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice;
- C. Items delivered must be strictly in accordance with the contract; and
- D. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.

5.13 APPLICABLE LAW AND JURISDICTION

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

5.14 CONTRACT AMENDMENT

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

5.15 MAINTENANCE OF RECORDS

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

5.16 ASSIGNMENT OF ANTITRUST CLAIM(S)

The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of

its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract. In connection with this assignment, the following are the express obligations of the contractor:

- A. It shall take no action that will in any way diminish the value of the rights conveyed or assigned hereunder;
- B. It shall advise the Attorney General of New Jersey:
 - 1. In advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action; and
 - 2. Immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
- C. It shall notify the defendants in any antitrust suit of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice shall be sent to the Attorney General of New Jersey; and
- D. It is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

6. TERMS RELATING TO PRICE AND PAYMENT

6.1 PRICE FLUCTUATION DURING CONTRACT

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

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

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

6.2 TAX CHARGES

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

6.3 PAYMENT TO VENDORS

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

discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price;

- B. The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the Bill of Lading, and/or other documentation to confirm shipment and receipt of contracted goods must be received by the using agency prior to payment. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager or using agency before payment will be authorized;
- C. In all time and materials contracts, the State Contract Manager or designee shall monitor and approve the hours of work and the work accomplished by contractor and shall document both the work and the approval. Payment shall not be made without such documentation. A form of timekeeping record that should be adapted as appropriate for the Scope of Work being performed can be found at www.nj.gov/treasury/purchase/forms/Vendor_Timesheet.xls; and
- D. The contractor shall provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Chief of Operations, Division of Revenue, P.O. Box 628, Trenton, NJ 08646.

6.4 OPTIONAL PAYMENT METHOD: P-CARD

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

6.5 NEW JERSEY PROMPT PAYMENT ACT

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

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

6.6 AVAILABILITY OF FUNDS

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

7. TERMS RELATING TO ALL CONTRACTS FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS

The provisions set forth in this Section of the Standard Terms and Conditions apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

7.1 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

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

7.2 DOMESTIC PREFERENCE FOR PROCUREMENTS

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

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

7.3 PROCUREMENT OF RECOVERED MATERIALS

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

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

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
1. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 2. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

7.4 EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

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

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

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

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

7.6 COPELAND ANTI-KICKBACK ACT

Where applicable, the Contractor must comply with Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

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

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

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

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

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

7.8 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

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

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

Clean Air Act

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

Federal Water Pollution Control Act

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

7.10 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

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

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

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

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance).

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

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

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

CONSTRUCTION CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTIVE ORDER NO. 151 REQUIREMENTS

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

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

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

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

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



Integrity Oversight Monitor Guidelines

August 2020

**STATE OF NEW JERSEY
COVID-19 COMPLIANCE AND
OVERSIGHT TASKFORCE**

Table of Contents

Introduction	4
Conditions for Integrity Monitors	6
Risk Assessment	7
Establishing a Pool of Integrity Monitors	9
Procedures for Requesting and Procuring an Integrity Monitor	11
Integrity Monitor Requirements	12
A. Independence	
B. Communication	
C. General Tasks of Integrity Monitors	
D. Reporting Requirements	
1. Reports	
2. Additional Reports	
3. Reports of Waste, Fraud, Abuse or Potentially Criminal Conduct	
Integrity Monitor Management and Oversight	16
Integrity Monitor Report Template	17
Risk Matrix	20

The State of New Jersey COVID-19 Compliance and Oversight Taskforce is composed of the following members or their designees:

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

INTRODUCTION

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

Pursuant to EO 166, the Taskforce is responsible for issuing guidelines regarding the appointment and responsibilities of COVID-19 Oversight Integrity Monitors (“Integrity Monitors”). Recovery Program Participants may retain and appoint Integrity Monitors to oversee the disbursement of COVID-19 Recovery Funds and the administration of a COVID-19 Recovery Program. They are intended to serve as an important part of the state’s accountability infrastructure while working with Recovery Program Participants in developing measures to prevent, detect, and remediate inefficiency and malfeasance in the expenditure of COVID-19 Recovery Funds.

EO 166 requires Recovery Program Participants to identify a central point of contact (an “Accountability Officer”) for tracking COVID-19 funds within each agency or authority. The Accountability Officer is responsible for working with and serving as a direct point of contact for the Governor’s Disaster Recovery Office (GDRO) and the Taskforce. Accountability Officers should also ensure appropriate reviews are performed to assess risks and evaluate whether an Integrity Monitor can assist in reducing or eliminating risk to ensure the public that state and federal funds were used efficiently, fairly, and prudently.

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

Recovery Program Participants, Accountability Officers and Integrity Monitors should work together to fulfill the goals of EO 166 and these guidelines. The retention of Integrity Monitors will support monitoring and oversight that will ensure that Recovery Program Participants administer COVID-19 recovery funds in compliance with program, financial, and administrative requirements set forth in the federal-state grant agreement, the state-Recovery

Program Participant sub-grant agreement, and applicable federal and state laws, regulations, and guidelines. Additionally, these guidelines will assist the State in fulfilling its monitoring responsibilities as set forth in 2 CFR 200 Subpart D. This may involve routine desk reviews and, when appropriate, on-site reviews by an Integrity Monitor. Recovery Program Participants that do not retain an Integrity Monitor will comply with these requirements, in coordination with the GDRO, as addressed in the Compliance Plan adopted by the Taskforce.

CONDITIONS FOR OVERSIGHT MONITORS

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

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

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

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

RISK ASSESSMENT

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

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

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

- Organizational leadership, capacity, expertise, and experience managing and accounting for federal grant funds in general, and disaster recovery funds in particular;
- Input from the individuals/units that will be disbursing funds or administering the program;
- Review of existing internal controls and any identified weaknesses;
- Prior audits and audit findings from state or federal oversight entities;
- Lessons learned from prior disasters;
- Sub-recipient internal control weaknesses, if applicable;
- Adequacy of financial, acquisition, and grants management policies and procedures, including technological capacity and potentially outdated financial management systems;
- Barriers to reporting;
- Experience with state and federal procurement processes, value of anticipated procurements, and reliance on contractors to meet program goals and objectives;
- Potential conflicts of interests and ethics compliance;
- Amount of funds being disbursed to a particular category of sub-recipient and the complexity of its project(s); and
- Whether federal or state guidelines provide guidance regarding the uses of funds (i.e., discretionary vs. restrictive).

The Accountability Officer should determine the organization's risk tolerance as to all recovery programs jointly and as to individual

programs, recognizing that Integrity Monitors may be appropriate for some programs and not others within an agency or authority. If the risk exceeds an acceptable level of risk tolerance, the Accountability Officer should engage an Integrity Monitor.

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

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

ESTABLISHING THE POOL OF INTEGRITY MONITORS

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

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

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

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

PROCEDURES FOR REQUESTING AND PROCURING AN INTEGRITY MONITOR

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

- A Recovery Program Participant shall designate an agency employee to act as the contract manager for an Integrity Monitor engagement (Agency Contract Manager), which may be the Accountability Officer. The Agency Contract Manager should notify the State Contract Manager, on a form prescribed by Treasury, along with any required supporting documentation, of its request for an Integrity Monitor. The Agency Contract Manager should indicate which Integrity Monitoring services are required.
- The Agency Contract Manager will develop an Engagement Query on an individual basis.
- The Engagement Query will include a detailed scope of work; specific performance milestones, timelines, and standards and deliverables.
- The Agency Contract Manager, in consultation with the Office of the Attorney General, Division of Law, will structure a liquidated damages provision for the failure to meet any required milestones, timelines, or standards or deliverables, as appropriate.
- The Agency Contract Manager will submit its Engagement Query to the State Contract Manager. Upon approval by the State Contract Manager, but prior to the solicitation of any services, the Engagement Query shall be sent to OSC for approval pursuant to EO 166. After receiving approval from OSC, the State Contract Manager will send the Engagement Query to all eligible Integrity Monitors within the pool in order to provide a level playing field.
- Interested, eligible Integrity Monitors will respond to the Engagement Query within the timeframe designated by the State Contract Manager, with a detailed proposal that includes a detailed budget, timelines, and plan to perform the scope of work and other requirements of the Engagement Query. Integrity Monitors shall also identify any potential conflicts of interest.
- The State Contract Manager will forward to the Agency Contract Manager all proposals received in response to the Engagement Query. The Agency Contract Manager will review the proposals and select the Integrity Monitor whose proposal represents the best value, price and other factors considered. The Agency Contract Manager will memorialize in writing the justification for selecting an Integrity Monitor(s).
- Prior to finalizing any engagement under this contract, the Agency Contract Manager, in consultation with the Accountability Officer, will independently determine whether the intended Integrity Monitor has any potential conflicts with the engagement.
- The State Contract Manager, on behalf of the Recovery Program Participant, will then issue a Letter of Engagement with a “Not to Exceed” clause to the engaged Integrity Monitor and work with the Agency Contract Manager to begin the issuance of Task Orders.

INTEGRITY MONITOR REQUIREMENTS

A. Independence

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

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

B. Communication

Integrity Monitors should maintain open and frequent communication with the Recovery Program Participant that has retained its services. The purpose of communicating in this manner is to make the Recovery Program Participant aware of issues that can be addressed during

the administration of a program and prior to future disbursement of funds by the Participant. Therefore, Integrity Monitors should not wait until reports are issued to notify a Participant's Accountability Officer of deficiencies. This will enable the Recovery Program Participant to take action to correct any deficiencies before additional funds are expended. Substantial deficiencies should also be reported in real time to the GDRO, the State Comptroller, and the State Treasurer.

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

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

C. General Tasks of Integrity Monitors

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

COVID-19 Recovery Funds through the following tasks:

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

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

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

financial reports;

- History of unsatisfactory performance;
- Unresponsiveness to requests for information;
- High-risk designation;
- Follow-up on prior audits or monitoring findings; and
- Allegations of misuse of funds or receipt of complaints.

D. Reporting Requirements

1. Reports

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

Fifteen business days after quarter-end, Integrity Monitors will deliver their final quarterly

reports, inclusive of any comments from the Recovery Program Participant, to the State Treasurer, who shall share the reports with the GDRO, the Senate President, the Speaker of the General Assembly, the Attorney General, and the State Comptroller. The Integrity Monitor quarterly reports will be posted on the GDRO transparency website pursuant to the Executive Order.

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

2. Additional Reports

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

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

GDRO and the State Treasurer may also

request reports from Integrity Monitors to which Integrity Monitors must reply promptly.

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

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

Potential criminal conduct is to be reported immediately to the Office of the Attorney General.

INTEGRITY MONITOR MANAGEMENT AND OVERSIGHT

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

- Developing a budget and a plan to manage the contract. In developing a budget, the Agency Contract Manager should consider any caps on the amount of federal funding that can be used for oversight and administrative expenses and ensure that the total costs for Integrity Monitoring services are reasonable in relation to the total amount of program funds being administered by the Recovery Program Participant;
- Daily management of the contract, including monitoring and administering the contract for the Recovery Program Participant;
- Communicating with the Integrity Monitor and responding to requests for meetings, information or documents on a timely basis;
- Resolving issues with the Integrity Monitor in accordance with contract terms;
- Ensuring that all tasks, services, products,

quality of deliverables and timeliness of services and deliverables are satisfied within contract requirements;

- Reviewing Integrity Monitor billing and ensuring that Integrity Monitors are paid only for services rendered;
- Attempting to recover any and all over-billings from the Integrity Monitor; and
- Coordinating with the State Contract Manager regarding any scope changes, compensation changes, the imposition of liquidated damages, or use of formal dispute processes.

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

INTEGRITY MONITOR REPORT TEMPLATE

Name:

Engagement:

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

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

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

Name of Integrity Monitor:

Signature:

Date:

Name of Report Preparer:

RISK MATRIX

Agency/Authority:

Program:

Funding Source:

Recipient or Subrecipient:

Completed by:

Date:

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

Inquiry 2			
Input from the individuals/units that will be disbursing funds or administering the program	How will your agency plan for the use of the CARES funds? Does your plan include considerations for federal and state requirements and eligible uses of the funds? Does your plan establish adequate funding and staffing requirements for administering the funds? Is your plan consistent with your statutory mission and the CARES fund objectives? Does your plan include or contemplate the inclusion of input from line staff that are administering the program?		
Inquiry 3			
Review of existing internal controls and any identified weaknesses.	Has your agency reviewed its internal controls to ensure that policies and procedures are in place to satisfy the CARES fund requirements, federal and state laws and regulations? Are your agency policies and procedures adequate? Are they updated for all relevant processes required for the administration of the CARES funds? Does your agency have a monitoring and oversight plan to assess your continued performance and compliance with the CARES fund requirements, federal and state laws and regulations? Does that plan include an assessment of internal controls, review of risks, threats and prevention and detection of fraud, waste, and abuse? How will your agency address risk areas and the need for corrective action?		
Inquiry 4			
Prior audits and audit findings.	Has your agency been audited in the past? Have you considered and addressed any prior audit findings and recommendations that may be applicable to your success in overseeing COVID stimulus funding?		
Inquiry 5			
Lessons learned from prior disasters	Has your agency been audited after a previous disaster? Have you considered and addressed any findings and recommendations from such audit(s)?		

Inquiry 6			
Sub-recipient internal control weaknesses, if applicable.	If your agency is overseeing sub-recipients, have the sub-recipients been the subject of prior negative audit findings and recommendations that could impact oversight? How will your agency ensure that sub-recipients adhere to all requirements relating to their receipt of funds, including their use of funds and the reports they will be required to submit documenting their use of such funds?		
Inquiry 7			
Adequacy of financial, acquisition, and grants management policies and procedures, including technological capacity and potentially outdated financial management systems.	When is the last time there was an assessment of financial, acquisition, and grants management policies and procedures? Is technological capacity an issue? Are the financial management systems adequate or outdated? Have the systems been updated or can they be updated to function adequately for the administration of the CARES funds?		
Inquiry 8			
Barriers to reporting.	Does your agency have, or intend to develop, templates/forms or other documentation to report the results of the funding awards, including how your agency will respond to oversight bodies seeking to ascertain who received funds, the amount of funds, and the date funds were distributed?		
Inquiry 9			
Experience with state and federal procurement processes, value of anticipated procurements, and reliance on contractors to meet program goals and objectives.	Assess and evaluate your agency's procurement processes and experience with state and federal procurement requirements. Do you have a trained and qualified contract manager assigned to the contract? Do your contracts contain provisions to ensure that contracted vendors provide all necessary reports in the form/manner prescribed by contract? Have your contract templates been reviewed and checked for necessary state and federal contract language? If emergency contracts have been entered into, how do you plan to transition after the urgent need has ended? Do you have plans to conduct a cost analysis?		

Inquiry 10			
Potential conflicts of interests and ethics compliance.	Evaluate the means used to ensure that there is adequate separation of duties surrounding program funding requests and determinations. Does your agency have a code of conduct or policy describing measures to guard against potential conflicts of interest?		
Inquiry 11			
Amount of funds being disbursed to a particular category of sub-recipient and the complexity of its project(s).	Evaluate the guidance, policies and procedures, or other documents that are being used to ensure that your agency properly oversees the sub-recipients' use of funds, including those relating to internal recordkeeping, monitoring, and sub-recipient reporting. Does your agency have a plan to monitor sub-recipients' compliance with program requirements and those outlined in Uniform Grant Guidance 2 C.F.R. 200.331 (Requirements for pass through entities)? Does that plan assess risk of sub-recipients? Does that plan include training and training documents? Have you prepared templates or other reporting forms that you will be providing to sub-recipients? Has your agency developed a plan to address sub-recipient noncompliance?		
Inquiry 12			
Whether federal or state guidelines provide guidance regarding the uses of funds (i.e., discretionary vs. restrictive).	Evaluate how eligibility determinations will be made? Does your agency have written guidance or policies and procedures that provide direction in making and documenting eligibility determinations? Is the completeness and accuracy of information used in eligibility determinations verified? If so, how? By whom? Is there supervisory review and approval in this process?		

Note: This risk assessment tool may not include all relevant risk factors for your particular agency. Each agency should undertake a review to determine whether any additional risk areas should be reviewed, should identify those areas here, and should analyze them in accordance with the format of this tool.



State of New Jersey, COVID-19 Compliance and Oversight Taskforce

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

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

Name of Integrity Monitor: Signature: Date:	Name of Repor
---	---------------

Integrity Monitor Firm Name:_____

Engagement: _____

Quarter Ending: _____

[illegible]

Response

ort Preparer:

Comments

REVISED PRICE SCHEDULE

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

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

Bidder's Name: _____

CATEGORY 1: PROGRAM AND PROCESS MANAGEMENT AUDITING

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

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

- The State makes no guarantee of volume of work effort.
- The Pass-Through Price Lines shall be used to reimburse for Travel and Other Direct Costs in accordance with the terms of the Contractor's GSA Schedule(s) only. No mark-up will be provided for Price Lines 9 and 10.

Bidder's Name: _____

CATEGORY 2: FINANCIAL AUDITING AND GRANT MANAGEMENT

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

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

- The State makes no guarantee of volume of work effort.
- The Pass-Through Price Lines shall be used to reimburse for Travel and Other Direct Costs in accordance with the terms of the Contractor's GSA Schedule(s) only. No mark-up will be provided for Price Lines 19 and 20.

Bidder's Name: _____

CATEGORY 3: INTEGRITY MONITORING/ANTI-FRAUD

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

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

- The State makes no guarantee of volume of work effort.
- The Pass-Through Price Lines shall be used to reimburse for Travel and Other Direct Costs in accordance with the terms of the Contractor's GSA Schedule(s) only. No mark-up will be provided for Price Lines 29 and 30.

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



State of New Jersey

PHILIP D. MURPHY
Governor

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

ELIZABETH MAHER MUOIO
Acting State Treasurer

SHEILA Y. OLIVER
Lt. Governor

MAURICE A. GRIFFIN
Acting Director

November 23, 2020

To: All Interested Bidders

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

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

RFQ Addenda #1

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

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

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

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



State of New Jersey

PHILIP D. MURPHY
Governor

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

ELIZABETH MAHER MUOIO
Acting State Treasurer

SHEILA Y. OLIVER
Lt. Governor

MAURICE A. GRIFFIN
Acting Director

December 03, 2020

To: All Interested Bidders

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

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

RFQ Addenda #2

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

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

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

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



State of New Jersey

PHILIP D. MURPHY
Governor

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

ELIZABETH MAHER MUOIO
Acting State Treasurer

SHEILA Y. OLIVER
Lt. Governor

MAURICE A. GRIFFIN
Acting Director

December 7, 2020

To: All Interested Bidders

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

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

RFQ Addendum #3

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

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

Revised/additional sections to the Bid Solicitation include:

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

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

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

RFQ1465257S

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

Answers to Questions

Where applicable, each question references the appropriate RFQ section.

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

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
1	General	Is a vendor eligible to bid on the RFQ that was posted on the GSA site, since [the vendor] is already approved for the IM waiver? Yes. A vendor that is already approved for the IM waiver is eligible to bid on the current RFQ.
2	General	Bidder wants to confirm if the bid was still active, along with the submission process, as [Bidder was] a little unclear on the instructions. Is an electronic quote on GSA eBuy the preferred method of submission, or would you prefer if we mail a hard copy of the documents to the address provided on the bid page? The State confirms that the bid is still active on GSA. The preferred method of Quote submission is to send the Quote to the email address provided in the RFQ, [REDACTED] by 2:00 PM on the date listed on the cover sheet of the RFQ. Electronic Quote submissions will also be accepted on GSA eBuy. Please refer to the Revised RFQ, entitled "G4018 IM Revised RFQ 12/07/2020," for more information.
3	General	Is [the vendor] allowed to respond to both RFQ's – (RFQ1465257S/G4018/Integrity Oversight Monitoring of COVID-19 Recovery Funds and Programs _ NJ/State of NJLIST); and the <u>previously responded to RFQ</u>: Integrity Oversight Monitoring of Coronavirus Relief Funds? Yes. Please refer to the answer to Question 1.
4	General	Does Treasury intend to add all COVID-19 activities to the RFQ we previously responded to? No, the State does not intend to add all COVID-19 activities to the RFQ that Bidders may have previously responded to. This RFQ excludes Section 5001 of the CARES Act, whereas the RFQ for Integrity Oversight Monitoring: Program and Performance Monitoring, Financial Monitoring and Grant Management and Anti-Fraud Monitoring for Coronavirus Relief Funds pursuant to Section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act COVID-19 Recovery Funds and Programs includes Section 5001 of the CARES Act.
5	General	On September 11th Treasury issued an RFQ for: Integrity Oversight Monitoring: Program and Performance Monitoring, Financial Monitoring and Grant Management and Anti-Fraud Monitoring for Coronavirus Relief Funds pursuant to Section 5001 of the Coronavirus Aid, Relief, and

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		Economic Security (CARES) Act COVID-19 Recovery Funds and Programs with the intent to provide support services for the disbursement of Coronavirus Relief Funds pursuant to section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act. This RFQ is for Federally-Based Contracts (Professional Services Schedule 1) for Integrity Oversight Monitoring: Program and Performance Monitoring, Financial Monitoring and Grant Management and Anti-Fraud Monitoring for COVID-19 Recovery Funds and Programs with the intent that the purpose “shall not include funds awarded to the State pursuant to Section 5001 of the Coronavirus Aid, Relief and Economic Security Act. Pub. L. 116-136” A. Will the State please clarify if this procurement is being solicited under the GSA Professional Services Schedule? Yes. This procurement is being solicited under the GSA Professional Services Schedule under SINS 541611, 541211, and Ancillary SINS as defined by GSA eBuy. Please see the Revised RFQ entitled, “G4018 IM Revised RFQ 12/07/2020.” B. Will the State please explain why this new procurement is being issued separately from that one? Section 5001 of the CARES Act has a December 30, 2020 expenditure deadline, and this new procurement does not include Section 5001 of the CARES Act. Therefore, this RFQ is being issued separately to not hold the State to the December 30, 2020 deadline for Section 5001 of the CARES Act. C. Is [the] intent of the new RFQ to provide integrity monitoring services overseeing spending of other federal funding – different from the first two stimulus bill and potentially new federal funding sources still being debated by Congress? The intent of the new RFQ is to provide Integrity Monitoring Services to oversee CARES Act funding to date, excluding Section 5001 of the CARES Act, and other federal funding sources. 4. Is the intent of Treasury to award two different contracts that would focus on either CARES Act funded programs or any other federal program (not supported by the CARES Act)? Yes. Please see the above answer.
6	General	We have become aware of RFQ1465257S Integrity Oversight Monitoring of COVID-19 Recovery Funds and Programs – NJ due on Dec. 18 at 2pm. Does this RFQ supersede RFQ Integrity Oversight Monitoring: Program and Performance Monitoring, Financial Monitoring and Grant Management and Anti-Fraud Monitoring for Coronavirus Relief Funds pursuant to Section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act COVID-19 Recovery Funds and Programs submitted Sept 23, 2020 to NJ Department of Treasury? Or is this a separate procurement replacing the original?

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		This does not supersede the RFQ for Integrity Oversight Monitoring: Program and Performance Monitoring, Financial Monitoring and Grant Management and Anti-Fraud Monitoring for Coronavirus Relief Funds pursuant to Section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act COVID-19 Recovery Funds and Programs. This is a separate procurement.
7	General	Can you provide details regarding with NJ State agencies will be receiving COVID-19 Recovery Funds from this program and for what amounts? Yes. This information can be found online on the Transparency Website at the following link: https://nj.gov/covid19oversight/
8	General	If a bidding firm plans on using sub-consultants, can that firm submit separate rates for those sub-consultants or is the State looking for one blended rate by level, by category? The State is expecting one hourly rate for each price line. Please see the Revised Price Schedule entitled "G4018 Revised Price Schedule 12/07/2020."
9	General	Is there anything precluding a vendor who was selected to the CRF Integrity Monitoring pool from bidding on this Non-CRF RFQ? No. There is nothing precluding a vendor that was selected to the CRF Integrity Monitoring pool from bidding on this Non-CRF RFQ.
10	General	Why has the State released two separate RFQs for Integrity Oversight Monitoring for COVID-19 Recovery Funds and Programs, and why has the State issued this particular RFQ under through GSA? The different procurement methods are due to associated deadlines for the use of the different funds.
11	General	Would the State please confirm the location of where the work will be performed? Locations will be determined by Using Agencies at the time of engagement.
12	General	Would the State please confirm whether it will provide any equipment for performing the requested services? If not, in the contrary, will the Bidder be able to use their own equipment? If so, are there any specific security requirements? No equipment will be provided for performing the requested services. The Bidder will be able to use its own equipment. Specific security requirements will be addressed by the Using Agencies when the Contractor is being engaged.
13	General	Would the State please confirm whether there is a small business requirement? There is no small business requirement for this RFQ.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
14	General	Given the Coronavirus Relief Fund deadline is December 30, 2020, what is the expectation for services beyond that date? What funding mechanism will be used beyond that date? This RFQ excludes section 5001 of the CARES Act, which has the December 30, 2020 expenditure deadline and similar services for section 5001 have been separate procured. Contractors will be expected to continue to provide services after December 30, 2020, since this RFQ does not include Section 5001 of the Cares Act. Funding comes from the CARES Act and other federal funding, excluding Section 5001 of the CARES Act.
15	General	Do you intend to make this award as a task order under an active GSA FSS agreement? Please advise as soon as possible. Please see the revised RFQ entitled, "G4018 IM Revised RFQ 12/07/2020." Quotes will only be accepted from Bidders with an active GSA contract under SIN 541611, 541211, or Ancillary SINS as defined by GSA eBuy.
16	RFQ Page Number 1; Section: Coversheet	The RFQ indicates that this is a "Federally-Based Contracts Request for Quotation." Is there a specific GSA Schedule that this contract is being procured off of? If yes, which GSA Schedule? This contract is being procured off the GSA Professional Services Schedule under SINS 541611, 541211, and Ancillary SINS as defined by GSA eBuy.
17	Page 6, Section 1.2	How many bidders do you expect to join the pool of Integrity Monitors? Said otherwise, how many awards are expected? There is the potential for any Bidder who submits a responsive Quote to this RFQ to receive an award to join the pool of Integrity Monitors. The State does not anticipate a specific number of awards, but the State is also not limiting the number of awards.
18	RFQ Page Number 6, 7; Section 1.2.1 Engagement Process	When does the State anticipate determining the pool of qualified contractors? A Notice of Intent to award will be issued once the evaluation is complete and the intended award complies with the Division's statutes and regulations.
19	Page 6, Section 1.2.1 Engagement Process	Can an explanation be provided on why liquidated damages are necessary for project of this nature? The Liquidated Damage provision will be set forth in the scope of work of the Engagement Query for competitive price quotes that will be sent from the State Contract Manager to the Integrity Monitors in the appropriate pool in accordance with Section 1.2.1 Engagement Process. The applicability of performance standards themselves will vary depending upon the specific scope of work included in the request for competitive price quotes.
20	Page 6, Section 1.2.1 Engagement Process	How will an Agency Contract Manager determine which milestones, timelines, standards, or deliverables are subject to liquidated damages?

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		The Liquidated Damage provision will be set forth in the scope of work of the Engagement Query for competitive price quotes that will be sent from the State Contract Manager to the Integrity Monitors in the appropriate pool in accordance with Section 1.2.1 Engagement Process. The applicability of liquidated damages and performance standards themselves will vary depending upon the specific scope of work included in the request for competitive price quotes.
21	Page 6, Section 1.2.1 Engagement Process	What protections from liquidated damages are in place for a contractor awarded work under this contract for delays not caused by the contractor, such as agency delays in providing materials, etc.? Please see Section 5.14 in the revised RFQ entitled, "G4018 IM Revised RFQ 12/07/2020."
22	Page 6 & 7, Section 1.2.1	What are the expectations of size and timing of task orders/engagements? The expectations of size and timing of task orders and/or engagements are to be determined by Using Agencies at time of engagement.
23	Section 1.4.3 Contents of Quote Page 8	Bidder recognizes that it is the State's sole responsibility to determine whether information set forth in the proposal must be released in accordance with applicable laws. Accordingly, the bidder cannot release or indemnify the State for any failure to release or withhold information to the extent required by law. Bidder proposes the following deletion and addition [in red] to Section 1.4.3, Contents of Quote: "The State reserves the right to make the determination as to what is proprietary or confidential and will advise the Bidder accordingly. Any proprietary and/or confidential information in a Quote will be redacted by the State. The State will not honor any attempt by a Bidder to designate its entire Quote and/or prices as proprietary, confidential, and/or to claim copyright protection for its entire Quote. Copyright law does not prohibit access to a record which is otherwise available under OPRA. ~~In the event of any change to the Bidder's assertion of confidentiality with which the State does not concur, the Bidder shall be solely responsible for defending its designation, but in doing so, costs and expenses associated therewith shall be the responsibility of the Bidder. The State assumes no such responsibility or liability.~~ A Bidder shall not designate any price lists and/or catalogs submitted as exempt from public disclosure as the same must be accessible to State Using Agencies and Cooperative Purchasing Program participants (if the RFQ has been extended to these participants) and thus must be made public to allow all eligible purchasing entities access to the pricing information on each as may be subject to any additional and/or modified terms and conditions contained in a separate Letter of Engagement." The State does not accept this proposed modification. The State requires the Bidder to be responsible for costs associated with defending Bidder's

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		confidentiality assertions when the State has advised the Bidder that the State does not agree with such assertions.
24	RFQ Page Number 12; Section 2.3 Contract Specific Definitions/Acronyms	The “Contract Specific Definitions/Acronyms” includes definitions for Coronavirus Relief Funds (CRF), COVID-19 Recovery Funds, and COVID-19 Recovery Programs. Can you please provide a comprehensive list of the different type of funding sources that will be monitored? Yes. This information can be found on the State's Transparency Website at the following link: https://nj.gov/covid19oversight/
25	Section 2.3 Contract Specific Definitions/Acronyms	Bidder proposes the addition of the following definitions and terms to the contract: <u>Limitation of Liability:</u> Notwithstanding anything else in this contract to the contrary, including all attachments, the liability of the contractor on account of any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed under the contract shall be limited to the amount of fees paid or owing to the contractor under the contract. In no event shall the contractor be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, rule, regulation, or tort (including but not limited to negligence) or otherwise, and shall survive contract termination or expiration. The State does not accept this proposed modification. The proposed modification conflicts with RFQ Section 5.13.1. <u>Management Decisions:</u> The State acknowledges and agrees that the contractor's services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the State. Contractor will not perform management functions or make management decisions for the State. The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders. <u>Third Party Usage:</u> The State acknowledges and agrees that any advice, recommendations, information, Deliverables, or other work product (“Advice”) provided by the contractor in connection with the services under the contract is intended for the State's sole benefit and the contractor does not authorize any party other than the State to benefit from or rely upon such Advice, or make any claims against the contractor relating thereto. Any such benefit or reliance by another party shall be at such party's sole risk. Contractor may, in its sole discretion, mark such Advice to reflect the foregoing. Except for disclosures that are required by law or that are expressly permitted by this contract, the State will not disclose, or permit, access to such Advice to any third party without the contractor's prior written consent.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		The State does not accept this proposed modification. The obligations of the parties with respect to disclosure of confidential information are set forth in RFQ Section 5.8. California Accountancy Act: For engagements where services will be provided by the contractor through offices located in California, the State acknowledges that certain of the contractor's personnel who may be considered "owners" under the California Accountancy Act and implementing regulations (California Business and Professions Code section 5079(a); 16. Cal. Code Regs. Sections 51 and 51.1) and who may provide services in connection with this engagement, may not be licensed as certified public accountants under the laws of any of the various states. The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders. Electronic Communications: The contractor and State may communicate with one another by electronic mail or otherwise transmit documents in electronic form during the course of this engagement. Each party accepts the inherent risks of these forms of communication (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications, and the risks of viruses or other harmful devices). State agrees that the final hardcopy or electronic version of a document, including a Deliverable, or other written communication that the contractor transmits to the State shall supersede any previous versions transmitted by the contractor to the State. The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders. Active Spreadsheets and Electronic Files: The contractor may use models, electronic files and spreadsheets with embedded macros created by contractor to assist contractor in providing the services under the contract. If State requests a working copy of any such model, electronic file or spreadsheet, the Contractor may, at its discretion, make such item available to State for its internal use only on an as-is basis and such item shall be considered a Deliverable; provided that State is responsible for obtaining the right to use any third party products necessary to use or operate such item. Contractor retains ownership of and all rights in such models, electronic files, and/or spreadsheets with embedded macros; except for the State data contained therein. The State does not accept this proposed modification. The Bidder's concern is addressed by RFQ Section 5.7, Ownership. Use of Vendors: State acknowledges and agrees that in connection with the performance of services under the contract, contractor and its member firms, in their discretion or at State's direction, may utilize the services of third parties within and outside of the United States to complete the services under the contract. State further acknowledges and agrees that contractor-controlled parties, member firms of [bidder], and other third party service providers (collectively, "Vendors") may

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		have access to Confidential Information from offshore locations, and that the contractor uses Vendors within and outside of the United States to provide at contractor's direction administrative or clerical services to contractor. These Vendors may in the performance of such services have access to State's Confidential Information. Contractor represents to State that with respect to each Vendor, contractor has technical, legal and/or other safeguards, measures and controls in place to protect Confidential Information of State from unauthorized disclosure or use. Contractor shall be responsible to State for contractor-controlled, member firms or Vendor's failure to comply. The State declines to amend the RFQ as requested. As a Contract primarily for the performance of services, all services shall be performed in the United States, see N.J.S.A 52:34-13.2. Please refer to RFQ Sections 7.1.2, 7.1.2.1, and State of New Jersey Standard Terms and Conditions (SSTC) Section 3.6. Pursuant to Revised RFQ Section 3.4.6, "The Contractor must not store or transfer State of New Jersey data outside of the United States." Additionally, please refer to SSTC Section 5.8(a) of the RFQ regarding the use of subcontractors. Volume Rebates: Where contractor is reimbursed for expenses, contractor's policy is to bill clients the amount incurred at the time the good or service is purchased. If contractor subsequently receives a volume rebate or other incentive payment from a vendor relating to such expenses, contractor does not credit such payment to its clients. Instead, contractor applies such payments to reduce its overhead costs, which costs are taken into account in determining contractor's standard billing rates and certain transaction charges that may be charged to clients. The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders. State Vendors and Conflicts: The State is aware that contractor may be providing assurance, tax and/or advisory services to other actual or potential contractors of the State. Contractor will perform an internal search for any potential client conflicts relating to any of the State's contractors identified by the State as having a role in connection with contractor's performance of this contract. The State hereby agrees that a contractor's status as the contractor's client does not impact contractor's engagement to perform this contract. However, contractor is a large firm that is engaged by new clients on a daily basis and as a result it cannot guarantee that, following its conflict search, an engagement for any other related party will not be accepted somewhere else in contractor's firm. Should any new information come to contractor's attention, contractor will promptly inform the State. Contractor shall perform this contract in accordance with applicable professional standards. The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders. Disputes: The parties agree that any dispute or claim arising out of or relating to the contract or the services provided thereunder shall first be

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		submitted to non-binding mediation as a prerequisite to litigation. Mediation may take place at a location to be designated by the parties using the Mediation Procedures of the International Institute for Conflict Prevention and Resolution, with the exception of paragraph 2 (Selecting the Mediator). If, after good faith efforts, the parties are unable to resolve their dispute through mediation within ninety (90) days after the issuance by one of the parties of a request for mediation, then the parties are free to pursue all other legal and equitable remedies available to them. Nothing herein shall preclude contractor from filing a timely formal claim in accordance with applicable New Jersey law provided, however, that contractor shall, if permitted, seek a stay of said claim during the pendency of any mediation. Either party may seek to enforce any written agreement reached by the parties during mediation in any court of competent jurisdiction. The State does not accept this proposed modification. Pursuant to RFQ Section 8.1.2, the State Contract Manager has the initial responsibility to resolve any disputes that may arise between the parties during the Contract. Export Control: Contractor and State acknowledge and agree that each shall comply with all applicable United States export control laws and regulations in the performance of each party's respective activities under the contract. State shall not provide contractor, or grant contractor access to, (a) information (including technical data or technology), verbally, electronically, or in hardcopy, (b) software or (c) hardware, that is controlled for export by the United States government under the Arms Export Control Act of 1976, Export Administration Act of 1979, the International Traffic in Arms Regulations(" ITAR "), Export Administration Regulations(" EAR"), Department of Energy Part 810 Regulations or Nuclear Regulatory Commission Part 110 Regulations, except information, software or hardware that is classified as EAR99 under the EAR. The State does not accept this proposed modification. However, the State will comply with applicable Federal laws and regulations in the performance of its respective activities under the contract.
26	Page 12, Section 2.3 Contract Specific Definitions/Acronyms	Contract Specific Definitions/Acronyms reads, “COVID-19 Recovery Funds – funds, except for CRF, awarded to the State pursuant to the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. 116-136 or subsequent federal legislation to assist the State with economic recovery from the COVID-19 pandemic.” Can you please confirm that Coronavirus Relief Funds (CRF) are not included in the scope? The State confirms that Coronavirus Relief Funds (CRF) are not included in the scope of work. Section 5001 of the CARES Act is excluded from this RFQ.
27	Reference: 3.1 General Tasks/Page 14	“In addition, the Contractor shall conduct on-site monitoring visits.” Will on-site visits be performed or restricted during the COVID-19 Pandemic? On-site visits will be determined by Using Agencies at the time of engagement. If on-site visits are required, the on-site visit will have to adhere to the State’s COVID-19 protocols.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		If yes, will other reviews such as focused and comprehensive desk reviews, be allowable in lieu of the field reviews? Yes, focused and comprehensive desk reviews will be allowable in lieu of field reviews and will be determined by Using Agencies at the time of engagement
28	Page 14, Section 3.1	Page 14, Section 3.1 states “in addition, the Contractor shall conduct on-site monitoring” is it the State’s expectation that the Contractor will be traveling to the State to conduct monitoring and other activities or will the work be performed remotely? Please see the answer to Question 27.
29	Page 15, Section 3.1.1	Approximately how many programs and/or grants are included in this project? This information is readily available on the State’s Transparency website, at the following link: https://nj.gov/covid19oversight/.
30	Page 15, Section 3.1.1	Is the contractor required to respond to all three categories? No, the Contractor is not required to respond to all three (3) categories. A Contractor can be awarded for one (1) or multiple categories, based on the Contractor’s response to the RFQ.
31	Section 3.1.1.1 Category 1 – Program and Process Management	The scope of work reads that the consultant will be responsible for the “Development of processes, controls and technologies to support the execution of Section 5001 of the CARES Act funded programs in compliance with Federal and State guidance, including OMB Circulars” however the Purpose and Intent reads that the purpose “shall not include funds awarded to the State pursuant to Section 5001 of the Coronavirus Aid, Relief and Economic Security Act. Pub. L. 116-136.” Please clarify. This RFQ excludes Section 5001 of the CARES Act. Please see the Revised RFQ, entitled “G4018 IM Revised RFQ 12/07/2020,” for more information.
32	Section 3.1.1.1 Category 1 – Program and Process Management	Similarly, subsection (h) reads: “Consulting services providing Subject Matter Expert (SME) knowledge of required standards for related monitoring and financial standards under Section 5001 of the CARES Act and other federal funding, as applicable.” Please clarify the inconsistency with the Purpose and Intent. This RFQ excludes Section 5001 of the CARES Act. Please see the Revised RFQ, entitled “G4018 IM Revised RFQ 12/07/2020,” for more information.
33	Section 3.1.1.2 Category 2 Subsection c – Financial Auditing of Grant Management Page 15	“Provide tools to be used by Using Agencies for the assessment of the performance of the financial transaction processes.” Can the Agency provide a list of tool(s) currently used for the performance assessment of the financial transaction processes?

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		The State cannot provide a current list of tool(s) used for the performance assessment because it is determined by the Using Agency at time of engagement.
34	Section 3.1.1.3 Category 3 Subsection f – Integrity Monitoring/Anti-Fraud Page 16	“The Contractor shall have the ability to provide integrity monitoring services for professional specialties such as engineering and structural integrity services, etc. either directly or through a subcontractor relationship.” Can the Agency further define its definitions of solutions and/or tools utilized for engineering and structural integrity services? The State cannot further define its definitions of solutions and/or tools utilized for engineering and structural integrity services because it is determined by the Using Agency at time of engagement.
35	Page 16 3.1.1.3 Category 3 – Integrity Monitoring/Anti-Fraud	The last paragraph allows for professional specialties to be subcontracted. Do such subcontractor need to be identified in the proposal in response to this RFP? Pursuant to Section 4.1.1.3 of the RFQ, Subcontractor Utilization Plan, Bidders that intend to use a Subcontractor shall submit a Subcontractor Utilization Plan form and should indicate whether any proposed Subcontractor is a small business. For Quotes that do not include the use of any subcontractors, by signing the RFQ Offer and Acceptance Page, the Bidder automatically certifies that in the event the award is granted to the Bidder, and the Bidder later determines at any time during the term of the Contract to engage subcontractors, pursuant to Section 5.8 of the SSTC, the Bidder shall then submit a Subcontractor Utilization Plan form for approval to the Division in advance of any such engagement of subcontractors.
36	Section 3.1.2.1 Category 3 – Integrity Monitor/Anti-Fraud	The Scope of Work includes a referenced service to include: The Contractor shall have the ability to provide integrity monitoring services for professional specialties such as engineering and structural integrity services, etc. either directly or through a subcontractor relationship. A. Please clarify the specialty role for professional engineering services relative to this Task. Specialty roles for professional engineering services would be specific to the Using Agency and would be identified at time of engagement. B. Please clarify the structural integrity services and if those services related to professional structural engineering. Structural integrity services and services related to professional structural engineering would be specific to the Using Agency and would be identified at time of engagement.
37	Page 17, Section 3.2	Regarding litigation services, will you require legal services or support? Please refer to Section 3.2 of the Revised RFQ entitled, “G4018 IM Revised RFQ 12/07/2020.”

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
38	Section 4.1 General Page 18	This revision is necessary as Bidder offers exceptions and assumptions in [their] proposal. Bidder proposes the following addition [in red] to Section 4.1, General: “A Bidder may submit additional terms as part of its Quote and Quotes including Bidder proposed terms and conditions may be accepted, but Bidder proposed terms or conditions that conflict with those contained in the RFQ as defined in Section 2.0, or that diminish the State’s rights under any Contract resulting from the RFQ, may render a Quote non-responsive. It is incumbent upon the Bidder to identify and remove its conflicting proposed terms and conditions prior to Quote submission. After award of the Contract, if a conflict arises between a Bidder’s additional terms included in the Quote and a term or condition of the RFQ, the term or condition of the RFQ will prevail, except as and to the extent the Quote references or modifies any provision of this RFQ by the exceptions taken or assumptions offered therein, which will control to the extent necessary to resolve the conflict. The forms discussed herein and required for submission of a Quote in response to this RFQ are available on the Division’s website unless noted otherwise.” The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders. As such, all requests for changes to the RFQ requirements and terms and conditions must be raised during the Question and Answer (“Q&A”) period as described in Section 1.3. After the Q&A period, the State will post the Questions and Answers, and, in the event that changes are made in response to Questions, a Revised RFQ and/or Price Sheet. This process ensures a level playing field for all Bidders. Should the Bidder submit exceptions and/or additional terms with its Quote, the State will review same as described in RFQ Section 4.1. However, this submission of exceptions in the Quote may result in the Quote being deemed nonresponsive. There will be no negotiation of terms and conditions after the Question and Answer process is complete, after Notice of Intent to Award is issued or after a final award is made. See Section 1.3 and Section 4.1.
39	Page 20, Section 4.1.1.3 Subcontractor Utilization Plan	Is there a goal for small business or disabled veteran-owned business for this RFQ response? There is no goal for small business or disabled veteran-owned business for this RFQ response.
40	Page 20, Section 4.1.1.3 Subcontractor Utilization Plan	If there is a goal for small business or disabled veteran-owned business, is the disclosure of subcontractors required in the proposal? There is no goal for small business or disabled veteran-owned business. However, pursuant to Section 4.1.1.3, Subcontractor Utilization Plan, Bidders intending to use a Subcontractor shall submit a Subcontractor Utilization Plan

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		form and should indicate whether any proposed Subcontractor is a Small Business.
41	Page 21, Section 4.1.2.1	The solicitation states that a Bidder and its named Subcontractors must have a valid Business Registration Certificate (BRC) issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a contract. To facilitate the quote evaluation and contract award process, the bidder should submit a copy of its valid BRC and those of any named Subcontractors with its Quote. Would the State please confirm whether that, if a bidder does not currently have a BRC, is it acceptable for a Bidder to submit evidence of its application for a BRC with its quote? The State confirms that, if a Bidder does not currently have a BRC, it is acceptable for a Bidder to submit evidence of its application for a BRC with its quote. Section 4.1.2.1, Business Registration, states that the bidder “must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Division.” A BRC is required for Contract award and must be obtained by the Bidder prior to contract award.
42	Page 22, RFQ Section 4.1.3 Financial Capability of the Bidder	[Bidder] is very interested in submitting a bid on the Integrity Monitor opportunity for the State of New Jersey, however there is a general requirement that is likely a general NJ procurement requirement that [Bidder] wanted to seek clarification on in order to confirm that [Bidder] could submit a bid without being deemed non-compliant. [Bidder] is a privately held limited liability partnership and [Bidder’s] financial statements are not publicly disclosed. Would the government accept a letter from the [Bidder’s] CFO describing [Bidder’s] legal structure, history, size (# offices, personnel, geographies), total assets, tangible net worth, total revenues and assertion to [Bidder’s] recent years profitability. [Bidder] believe[s] this would satisfy NJ’s ability to assess [Bidder’s] financial strength and creditworthiness and [Bidder’s] ability to undertake and successfully complete the contract. [Bidder] want[s] to ensure that this will be acceptable. While this is acceptable, Audited Financial Statements are the most preferred form of documentation as they allow NJ to make the clearest judgement of financial health. If alternate forms are being provided, please note that the better and more detailed the information that is included in them will allow the State to make the most reliable evaluation.
43	Page 22, RFQ Section 4.1.3 Paragraph B	The solicitation requires audited or reviewed financial statements for privately held companies. As a certified public accounting (CPA) firm, we prepare financial statements for our business on a regular basis, but we do not have them audited or reviewed by another CPA firm. Would the State please confirm whether it is acceptable for the Bidder to submit internally generated financial statements without audit or review by another CPA firm? This is acceptable; however, the internal statements must be approved by the management/CFO.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
44	Section 4.1.4 State Supplied Price Sheet	Please confirm if the bullet on page 1 of the Price Schedule “The Pass-Through Price Lines shall be used to reimburse for Travel and Other Direct Costs only. No mark-up will be provided for Price Lines 10 and 11” should indicate the following “The Pass-Through Price Lines shall be used to reimburse for Travel and Other Direct Costs only. No mark-up will be provided for Price Lines 9 and 10.” That is correct. Please refer to the Revised Price Sheet entitled, “G4018 Revised Price Schedule 12/07/2020”.
45	Section 4.1.4 State Supplied Price Sheet	Please confirm if the State is looking for an hourly rate to be included in line items 9, 10, of Category 1 Price Schedule, line items 19, 20 of Category 2 Price Schedule, and line items 29, 30 of Category 3 Price Schedule. If not, please explain what type of rate information the State is looking for in these sections. No. Please refer to the Revised RFQ entitled, “G4018 IM Revised RFQ 12/07/2020” Section 4.1.4.1 and the Revised Price Sheet entitled “G4018 Revised Price Schedule 12/07/2020.”
46	Page 24, RFQ Section 4.2.4	The solicitation states that the Bidder must include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the Bidder’s qualifications and its ability to perform the services required by this RFQ. Would the State please confirm whether there is a minimum or maximum number of references that the State is seeking to obtain from each Bidder? Pursuant to RFQ Section 4.2.4, at least one (1) reference with the required information must be provided. However, there is no maximum number of references that should be submitted with the Quote. The Bidder should submit the number of references that reflect the expertise and experience of the Bidder with contracts that are of similar size and scope. Additionally, if the Bidder is proposing the use of subcontractors, is there a minimum or maximum number of references that the State is seeking to obtain from each subcontractor? There is no minimum or maximum number of references that should be submitted from each subcontractor. Similar to the question above, the Bidder should submit the number of references that reflect the expertise and experience of the subcontractors.
47	Page 24, Section 4.2.4 Organizational Support and Experience	How many references can be included? Please see the answer to Question #46
48	Page 26, Section 4.2.5 Resumes	States “with response to each similar contract, the Bidder should include the names and address of each reference together with a person to contact for a reference check and a telephone number.” Is the bidder required to list a reference, point of contact, and phone number for each project/contract listed in each staff member’s resume?

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		The Bidder may submit information related to references separately from the resumes. Please see Section 4.2.6, Experience of Bidder on Similar Contracts, for more information.
49	Page 26, Section 4.2.6 Experience of Bidder on Similar Contracts	How many similar contracts can be included? The Bidder may submit any number of similar contracts with its Quote. There is no minimum or maximum number of similar contracts required with the Quote.
50	Section 5.1 Precedence of Special Contractual Terms and Conditions, Page 28	Bidder is offering exceptions and assumptions in [their] proposal. Bidder proposes the following addition [in red] to Section 5.1, Precedence of Special Contractual Terms and Conditions: “This Contract awarded, and the entire agreement between the parties, as a result of this RFQ shall consist of this RFQ, SSTC, Bid Amendment to this RFQ, the Contractor’s Quote, any Best and Final Offer, and the Using Agency’s Notice of Award. In the event of a conflict in the terms and conditions among the documents comprising this Contract, in each case as modified by any exceptions taken or assumptions offered by the Contractor, the order of precedence, for purposes of interpretation thereof, listed from highest ranking to lowest ranking, shall be: A. Executed Offer and Acceptance Page; B. RFQ Section 5, as may be amended by Bid Amendment; C. The State of NJ Standard Terms and Conditions (SSTC) accompanying this RFQ; D. All remaining sections of the RFQ, as may be amended by Bid Amendment; and E. The Contractor’s Quote as accepted by the State.” The State does not accept this proposed modification. Please see response to Question 38.
51	Section 5.5 Contractor Responsibilities Page 28	As a point of clarification, (1) Bidder relies on the information provided by the Client and Bidder does not update its advice after completion of the engagement and (2) the approval process will be in accordance with the acceptance criteria set forth in the applicable Letter of Engagement/SOW and identifying objective criteria for each task. Bidder proposes the following deletion and addition [in red] to Section 5.5, Contractor Responsibilities: “The Contractor shall have sole responsibility for the complete effort specified in this Contract. Payment will be made only to the Contractor. The Contractor shall have sole responsibility for all payments due any Subcontractor. The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under this Contract. The

#	Bid Solicitation Section Reference	Question (Bolted) and Answer
		Contractor shall, ~~without additional compensation pursuant to the procedures set forth in the Letter of Engagement~~, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services ~~that, at the time of delivery and as notified by the State during the applicable acceptance review period, which shall not, in any event, exceed 30 days following delivery, do not materially conform to the specifications and acceptance criteria set forth in the Letter of Engagement.~~ The approval of deliverables furnished under this Contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the Contractor's performance of this Contract." The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders.
52	Section 5.7 Ownership of Material Page 29	The proposed edits incorporate Bidder's standard "Ownership" clause. Bidder proposes the following deletions and additions [in red] to Section 5.7, Ownership of Material: "All ~~tangible~~ data, technical information, materials gathered, originated, developed, prepared, used or obtained ~~and specifically identified as deliverables or work product to be provided by Contractor under a Letter of Engagement~~ in the performance of this Contract ("~~Deliverables~~"), including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, ~~software computer programs~~ and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, ~~regardless of the state of completion,~~ which are ~~specifically~~ prepared for ~~or are~~ and delivered to the State as a result of the services required under this Contract shall, ~~except for the portion thereof that constitutes or incorporates any Contractor Property or Background IP,~~ be and remain the property of the State of New Jersey upon full and final payment hereunder and shall be delivered to the State of New Jersey upon 30 days' notice by the State. ~~Notwithstanding the foregoing, Contractor shall not have any liability to the State as a result of the State's use of any unfinished, incomplete, or draft Deliverables furnished to the State hereunder, provided that Contractor has notified the State of the incomplete status of such Deliverables. For clarity, if and to the extent the Contractor's property is contained in any of the Deliverables ("Contractor Property"), then, in addition to the license to any Background IP, which shall remain subject to the license below, Contractor hereby grants the State, under the Contractor's intellectual property rights in such Contractor Property, a royalty-free, non-exclusive, non-transferable, perpetual license to use such Contractor Property solely in connection with the State's use of the Deliverables. With respect to software computer programs and/or source codes Deliverables developed for the State, except those modifications or adaptations made to Bidder's/Contractor's Background IP as defined below or the portion thereof that constitutes or incorporates any Contractor Property, the work Deliverables shall, upon full and final payment, be considered "work for hire", i.e., the State, not the Contractor or Subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed~~

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		Deliverables upon full and final payment hereunder. To the extent that any of such ~~materials Deliverables~~ may not, by operation of the law, be a work made for hire in accordance with the terms of this Contract, Contractor or Subcontractor hereby assigns to the State, upon full and final payment hereunder, all right, title and interest in and to any such ~~Deliverables material~~, excluding the portion thereof that constitutes or incorporates any Background IP or Contractor Property, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available. Should the Bidder anticipate bringing pre-existing intellectual property into the project, then, subject to any Contractor Property otherwise used in the performance of the services or incorporated into the Deliverables, the intellectual property must be identified in the Quote. Otherwise, the language in the first paragraph of this section prevails. If the Bidder identifies such intellectual property ("Background IP") in its Quote, then the Background IP owned by the Bidder on the date of this Contract, as well as any modifications or adaptations thereto, remain the property of the Bidder. Upon Contract award, the Bidder/Contractor shall grant the State a nonexclusive, perpetual royalty free license to use any of the Bidder's/Contractor's Background IP delivered to the State for the purposes contemplated by this Contract. Auditing firm working papers remain the exclusive property of the auditing firm in accordance with all professional standards, including such standards issued by the American Institute of Certified Public Accountants (AICPA), and notwithstanding anything to the contrary contained herein, any such work papers, as applicable, will be excluded from any return or disclosure obligations hereunder, including, without limitation, any termination provisions or audit standards. While considered confidential information, the State recognizes that the firm may be requested to make certain working papers available to regulatory agencies, pursuant to authority given by law or regulation. In such instances, access to the working papers may be provided to these agencies based upon full applicable professional standards, including AICPA standards and under supervision of the firm." The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders.
53	Section 5.8 Confidentiality Page 30	Bidder needs the ability to retain a copy of such information in order to comply with its professional standards. Bidder proposes the following additions [in red] to Section 5.8C, Confidentiality: C. The State's Confidential Information shall consist of all information or data contained in documents supplied by the State, any non-public information or data gathered by the Contractor in fulfillment of the contract and any analysis thereof (whether in fulfillment of the contract or not). Notwithstanding anything to the contrary contained herein, Contractor may retain a copy of all information received, developed, or otherwise relating to this Contract in order to comply with its contractual obligations and

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		applicable professional standards. Information stored on routine back-up media for the purpose of disaster recovery will be subject to destruction in due course. Latent data such as deleted files and other non-logical data types, such as memory dumps, swap files, temporary files, printer spool files and metadata than can customarily only be retrieved by computer forensics experts and are generally considered inaccessible without the use of specialized tools and techniques will not be within any return or destruction requirements in this Contract or any Letter of Engagement. The State does not accept this proposed modification. However, please see Section 3.4 of the revised RFQ entitled "G4018 IM Revised RFQ 12/07/2020."
54	Page 32, Section 5.13 and 5.13.1, Indemnification, supplement to Section 4.1, Section 4.1.1 Limitation of Liability	Can the limit of liability be applicable to the fees paid to the contractor rather than the total value of the Contract? The limit of liability would be applicable to the awarded value of the specific Engagement that a Contractor is awarded. Please see the Revised RFQ entitled "G4018 IM Revised RFQ 12/07/2020" for more information.
55	Page 32, Section 5.13 and 5.13.1 Indemnification, supplement to Section 4.1, Section 4.1.1 Limitation of Liability	Will the "contract value" be based at the RFQ awarded pool level or at the specific agency contract awarded to a contractor? The contract value will be determined at the time of Engagement by the Using Agency. Please see the Revised RFQ entitled "G4018 IM Revised RFQ 12/07/2020" for more information.
56	Page 32, Section 5.13 and 5.13.1 Indemnification, supplement to Section 4.1, Section 4.1.1 Limitation of Liability	The limit of liability applies to the total value of the contract. Can you please disclose the expected value of the contract, for which this provision will apply? The limit of liability will apply to the total value of the specific Engagement. The State cannot disclose the expected value at this time, as each Engagement will have different value depending upon the work to be done. Please see the Revised RFQ entitled "G4018 IM Revised RFQ 12/07/2020" for more information.
57	NJSSTC Section 1 Standard Terms and Conditions Applicable to the Contract, Page 40	The proposed change is requested to align with professional standards and/or [the Bidder's] internal policies. [The Bidder] believes the changes are commercially reasonable and do not impose significant burdens on the State. Bidder proposes the following additions [in red] to Section 1 of the NJSSTC, Standard Terms and Conditions Applicable to the Contract: Unless the bidder/offeror is specifically instructed otherwise in the Request for Proposals (RFP), the following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise. In the event that the bidder/offeror would

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		like to present terms and conditions that are in conflict with either these terms and conditions or those set forth in the RFP, the bidder/offeror must present those conflicts during the Question and Answer period for the State to consider. Any conflicting terms and conditions that the State is willing to accept will be reflected in an addendum to the RFP. To the extent subsequently agreed by Bidder in a signed writing and except as otherwise modified by any exceptions taken or assumptions offered in Bidder's Proposal. The State's terms and conditions shall prevail over any conflicts set forth in a bidder/offeror's Proposal that were not submitted through the question and answer process and approved by the State. Nothing in these terms and conditions shall prohibit the Director of the Division of Purchase and Property (Director) from amending a contract when the Director determines it is in the best interests of the State subject to a duly executed written amendment. The State does not accept this proposed modification. Please see response to Question 38.
58	Page 46, NJSSTC Section 4.1 Indemnification	As the scope of the services involved in this RFQ could involve attestation services under the standards of the AICPA and the indemnification clause as written could be interpreted to impair an auditor's independence under the AICPA standards, because an auditor may be required to indemnify an agency for its own acts. Can the indemnification language be narrowed to comply with AICPA independence standards? The State does not accept this proposed modification. Indemnification coverage which Bidder is seeking is covered by the common law. See Ramos v. Browning Ferris Industries, Inc., 103 NJ 177 (1985).
59	NJSSTC Section 4.1 Indemnification, Page 46	Bidder limits its obligations to (1) any bodily injury or property damage caused by its grossly negligent or willful acts or omissions and (2) any infringement by the unmodified deliverables of any IP rights existing at the time of delivery, whereas this provision does not contain these limitations. Bidder proposes the following deletions and additions [in red] to NJSSTC Section 4.1A, Indemnification: The contractor's liability to the State and its employees in third party suits shall be as follows: A. Indemnification for Third Party Claims - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all third party claims, demands, suits, actions, recoveries, or judgments brought or assessed against the State of New Jersey and costs and expenses in connection therewith ~~which shall to the extent arise~~ from or resulting from (1) any bodily injury, death, or damage to tangible property to the extent directly or indirectly caused by the grossly negligent or willful acts or omissions of contract in the performance of the from the work and/or materials supplied under this contract, or including (2) any allegation that the Deliverables or liability of any nature or kind for or on account of the use thereof, in the form provided to the State infringes of any United

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		~~States intellectual property right existing as of the date such Deliverable is provided to the State; provided, however that contractor's obligations in this Section shall not apply to any claim to the extent arising out of (a) use of the Deliverables other than in accordance with applicable documentation or instructions supplied by contractor or other than for the State's internal business purposes; (b) any alteration, modification, or revision of the Deliverables not expressly agreed to in writing by contractor; or (c) the combination or operation of the Deliverables with materials not supplied or approved by contractor; copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract;~~ The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Vendor {Bidders}. Please see revised RFQ entitled "G4018 IM Revised RFQ 12/07/2020."
60	NJSSTC Section 4.1 Indemnification, Page 46	The proposed change is requested to align with professional standards and/or [the Bidder's] internal policies. Bidder believes the changes are commercially reasonable and do not impose significant burdens on the State. Bidder proposes the following additions [in red] to NJSSTC Section 4.1C, Indemnification: C. The contractor's obligations under this Section with respect to any legal action are contingent upon the State giving the contractor: (1) the opportunity to take over and settle or defend any such action at the contractor's sole expense, and (2) assistance in defending the action at the contractor's sole expense. The contractor shall not be liable for any cost, expense, or compromise incurred or made by the State in any legal action without the contractor's prior written consent, which shall not be unreasonably withheld. In the event of a patent and copyright claim or suit, the contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) after receiving the allegedly infringing item from the State, refund the purchase price, as the contractor's sole liability to the State. less a reasonable allowance for use that is agreed to by both parties.; provided, however, that the foregoing shall not be construed to limit the contractor's indemnification obligation set forth above. The provisions of this Section state the contractor's entire liability and the State's sole and exclusive remedy with respect to any infringement or claim of infringement. The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders. Please see revised RFQ entitled "G4018 IM Revised RFQ 12/07/2020."

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
61	NJSSTC Section 5.12 Delivery Requirements, Page 50	This is to avoid [the Bidder] continuing to perform while another contractor fixes certain issues and then [bidder] may be required to rely on the third parties work. Bidder proposes the following deletions [in red] to Section 5.12 Delivery Requirements: ~~A. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract;~~ ~~B. The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice;~~ ~~C. Items delivered must be strictly in accordance with the contract; and~~ ~~D. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.~~ The State does not accept this proposed modification.
62	NJSSTC Section 5.15 Maintenance of Records, Page 51	The proposed change is requested to align with professional standards and/or [the bidder's] internal policies. We believe the changes are commercially reasonable and do not impose significant burdens on the State. Bidder proposes the following additions [in red] to NJSSTC Section 5.15 Maintenance of Records: The contractor shall maintain timekeeping and expense records directly relating to ~~for~~ products and/or services delivered against the contract ("Records") for a period of five (5) years from the date of final payment unless a longer period is required by law up to a maximum period of seven (7) years. Such ~~R~~ecords shall be made available to the State, including the Comptroller, for audit and review. Contractor will make every reasonable effort to be responsive to such inquiries for discussions and reviews, but reserves the right to limit disclosure of details and nature of procedures, if it determines, in its sole judgment, that such disclosure would put at risk the confidentiality, availability, or integrity of its own or its other clients' data. The State does not accept this proposed modification as the language is required by N.J.A.C. 17:44-2.2.



State of New Jersey

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

PHILIP D. MURPHY
Governor

ELIZABETH MAHER MUOIO
Acting State Treasurer

SHEILA Y. OLIVER
Lt. Governor

MAURICE A. GRIFFIN
Acting Director

December 07, 2020

To: All Interested Bidders

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

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

RFQ Addendum #4

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

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

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

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



OFFER AND ACCEPTANCE PAGE

Bid Solicitation Title Integrity Oversight Monitoring for COVID-19 Recovery Funds & Prog
Bid Solicitation No. RFQ: 1465257S
Blanket P.O. Term See Bid Solicitation Section 5.2

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

☐ Open to Cooperative Purchasing

TO THE STATE OF NEW JERSEY:

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

Vendor {Bidder} Regis & Associates, PC
Address 1420 K Street, NW Suite 910
City, State, Zip Code Washington, DC 20005
Phone Number 202-296-7101
Fax Number 202-296-7284

Authorized Signature 
Printed Name Peter R Regis
Title Managing Partner
Email Address peter.regis@regiscpa.com

N.J.S.A. 47:1A **FEIN** S.A. 1A-1.1 Personal identifying information

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

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

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

By signing and submitting this Offer, the Vendor {Bidder} certifies and confirms that:

1. The Vendor {Bidder} has read, understands, and agrees to all terms, conditions, and specifications set forth in the State of New Jersey Standard Terms and Conditions and the provisions set forth in the Bid Solicitation Section 4.4.1.1.1 (MacBride Principles Certification), Section 4.4.1.1.2 (Non-Collusion), and Section 4.4.1.1.3 (New Jersey Business Ethics Guide Certification);
2. The Vendor's {Bidder's} failure to meet any of the terms and conditions of the Blanket P.O. as defined in the Bid Solicitation shall constitute a breach and may result in suspension or debarment from further State bidding;
3. A defaulting Vendor {Contractor} may also be liable, at the option of the State, for the difference between the Blanket P.O. price and the price bid by an alternate Vendor {Bidder} of the goods or services in addition to other remedies available; and
4. By signing and submitting this Offer, the Vendor {Bidder} consents to receipt of any and all documents related to this Bid Solicitation and the resulting Blanket P.O. by electronic medium.

THIS FORM SHOULD BE SIGNED, COMPLETED AND INCLUDED WITH THE VENDOR'S {BIDDER'S} QUOTE

ADDITIONAL VENDOR {BIDDER} REQUIREMENTS

☐ Bid Security Amount _____ ☐ Payment Security Amount _____
☐ Performance Security Amount _____ ☐ Retainage Percentage _____

ACCEPTANCE OF OFFER (For State Use Only)

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

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

State of New Jersey Authorized Signature _____



SOURCE DISCLOSURE FORM

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

BID SOLICITATION # AND TITLE: RFQ: 1465257S - Integrity Oversight Monitoring for COVID-19 Recovery Funds & Programs

VENDOR/BIDDER NAME: Regis & Associates, PC

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

PART 1

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

PART 2

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

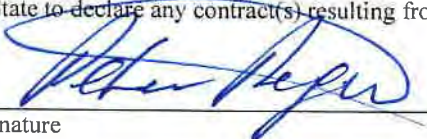
Name of Contractor / Sub-contractor	Performance Location by Country	Description of Service(s) to be Performed Outside of the U.S. *	Reason Why the Service(s) Cannot be Performed in the U.S. *

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

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

CERTIFICATION

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


Signature

Peter R Regis, Managing Partner

Print Name and Title

12/10/2020
Date

Response to Request for Quote
For
Program and Performance Monitoring, Financial Monitoring and
Grant Management, and Anti-Fraud Monitoring for COVID-19
Recovery Funds and Programs

RFQ No. 1465257S

Technical and Price Quote -Volume I

Submitted to:

**THE STATE OF NEW JERSEY,
DEPARTMENT OF THE TREASURY,
DIVISION OF ADMINISTRATION**



Management Consultants &
Certified Public Accountants

1420 K Street, NW
Suite 910

Washington, DC 20005

Tel: (202)-296-7101

Fax: (202)-296-7284

Contact: Mr. Peter R. Regis, CPA

Email: peter.regis@regiscpa.com

www.regiscpa.com

Submitted Date: December 18, 2020, 2:00 PM EST

Duns Number: 94-8269196

Tax ID Number: [REDACTED] N.J.S.A. 17:27A-1, N.J.S.A. 1A-1.1 Personal identifying information

CAGE Code: 1MEH5

Current DoD Secret Facility Clearance

GSA Schedule: GS-00F-184CA

Small Business

Use or disclosure of the data contained on this page is subject to
the restrictions on the title page of this document

Transmittal Letter

Section 1 -Forms.....5

Section 1-A – Offer and Acceptance Page.....	5
Section 1-B – Mc Bride Principles Certification.....	5
Section 1-C – Non-Collusion Certification Form.....	5
Section 1-D – New Jersey Business Ethics Guide Certification.....	5
Section 1-E – Ownership Disclosure Form.....	5
Section 1-F – Disclosure of Disclosure Activities in Iran Form.....	5
Section 1-G – Sub-Contractor Utilization Plan.....	5
Section 1-H– Business Registration.....	5
Section 1-I – Disclosure of Investigations and Other Actions Involving Bidder Form.....	5
Section 1-J – Source Disclosure Form.....	5
Section 1-K – Financial Capacity of Regis & Associates, PC.....	6

Section 2 – Technical Quote.....7

Section 2-A – Understanding of Need.....	7
Section 2-B – Approach and Action Plan for Accomplishing Work.....	8
Section 2-B –1 – List of Current and Previously Held Contracts.....	9
Section 2-C – Management Overview.....	12
Section 2-D – Contract Management.....	23
Section 2-D-1 –Firm's Quality Assurance Plan and Independence Policies.....	26

Section 3 – Organizational Support and Experience.....28

Section 3-A – Organization- About Regis & Associates, PC.....	28
Section 3-B – Management, Supervisory, and Key Personnel.....	29
Section 3-B-1 – Professional Skills Classification Crosswalk.....	34
Section 3-C – Past Performance References.....	35
Section 3-D – Organization Chart.....	42
Section 3-E – Experience on Similar Contracts.....	42
Section 3-F – Additional Relevant Experience.....	56

Section 4 – Any Other Documents Included by the Bidder.....62

Section 4-A -Regis & Associates, PC Firm Peer Review Report.....	62
Section 4-B –Regis & Associates, PC- Certified Public Accountant Firm License.....	62
Section 4-C -GSA Federal Supply Schedule (GS-OOF-184CA).....	62

Section 5 – State-Supplied Price Sheet.....62

Appendices:

- Appendix-A- Resumes of Key Personnel
- Appendix-B- AICPA Peer Review
- Appendix-C- Regis & Associates, PC CPA License

Attachments (submitted separately):

- Attachment-A - Regis-Offer and Acceptance Page
- Attachment-B - Regis-MacBride Principles Form
- Attachment-C - Regis-Ownership Disclosure Form

Attachment-D - Regis-Disclosure of Investment in Iran Form
Attachment-E - Regis-Subcontractor Utilization Form
Attachment-F - Regis-Public Records Filing for New Jersey
Attachment-G -Regis-Business Registration Application
Attachment-H -Regis-Disclosure of Investigations and Other Actions Form
Attachment-I - Regis-Source Disclosure Form
Attachment-J - Regis-Financial Statements
Attachment-K -Regis-G4018 Revised Price Schedule 12.07.2020
Attachment-L -Regis-00CORP GSA Schedule Pricelist-22120 MAS (003) Option Period 1
Attachment-M -Regis-G4018 IM SoNJ Third Party Information Security Questionnaire

SECTION 2 – TECHNICAL QUOTE

Section 2-A – Understanding of Need

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

Regis' Approach to Audits and Other Engagements Will Bring Forward – Looking Solution to the State of New Jersey's CARES Act Oversight Function

- Successful auditing services to such clients as HUD, CNCS, State, DOL, FCC, DHS, DOE, NSF, BIA, USDA, TSA, and others.
- Extensive use of datamining tools to bring efficiency to the audit process and minimize cost.
- Use of electronic audit working papers (ProFX Engagement).
- **Unmatched Recovery Act, Performance Auditing, and Broad band experience.**
- Extensive State and Local Government audit and accounting experience
- A technical approach that ensures timeline adherence, application of quality control standards, and adequate support for conclusions reached.

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act, H.R. 748, (“CARES Act”) was enacted, to provide economic stimulus in response to the global pandemic caused by COVID-19, (COVID-19 Recovery Funds). To accommodate the provisions of the CARES Act, the State of New Jersey enacted Executive Order 166 (“EO 166”), which, among other things, established the COVID-19 Compliance and Oversight Task Force (the “Taskforce”) and the Governor’s Disaster Recovery Office (GDRO). The purpose of the Taskforce is to advise each principal department and agency of this State, as well as each independent State authority and COVID-19 Recovery Program Participants (Using Agencies) that receive or administer COVID-19

Recovery Funds, regarding compliance with Federal and State law; and how to mitigate the risks of waste, fraud, and abuse.

The Taskforce has issued guidelines to Using Agencies, regarding the appointment and responsibilities of COVID-19 Oversight Integrity Monitors (Integrity Monitors). These Integrity Monitors are charged with the responsibilities of overseeing the disbursement of COVID-19 Recovery Funds, and the administration of a COVID-19 Recovery Program. As an important part of the State's accountability infrastructure, these Integrity Monitors are tasked with working with Using Agencies in developing measures to prevent, detect, and remediate inefficiency and misuse of COVID-19 Recovery Funds. EO 166 further requires Using Agencies to identify an Accountability Officer to serve as central point of contact for tracking COVID-19 funds within each agency or authority, and responsible for working with and serving as a direct point of contact for the GDRO and the Taskforce.

The State of New Jersey desires to develop, through this procurement, a pool of qualified Integrity Monitors that will support monitoring and oversight; and ensuring that Using Agencies administer COVID-19 Recovery Funds in compliance with program, financial, and administrative requirements set forth in the federal-state grant agreement, the State-Recovery Program Participant sub-grant agreement, and applicable federal and state laws, regulations, and guidelines. The services desired are to be specifically procured in three separate functional areas, as stated below:

- Program and Process Management Monitoring,
- Financial Auditing and Grants Management, and
- Integrity Monitoring/Anti-Fraud support services

Below, we have presented our technical and price proposals for providing these services to the State of New Jersey.

Section 2-B – Approach and Action Plan for Accomplishing Work

Section 4.2.1 States: The Bidder shall describe its approach and plans for accomplishing the work outlined above in 3.0 RFQ Scope of Services. The Bidder must set forth an action plan for responding to requests for an engagement and shall provide a list of previously held, or currently held, contracts with similar services provided by the Bidder. The list must detail the type, budget and a comprehensive description of each contract.

Our approach and action plan for accomplishing the work, have been presented in Sections 2-C and 2-D below. Lists of previously held, or currently held, contracts for

similar services provided to our clients have been listed in Sections 2-B-1 3-C, 3-E, and 3-F of this proposal.

Section 2-B –1 – List of Current and Previously Held Contracts

Over the past 29 years, Regis & Associates, PC has successfully provided a broad range of auditing, oversight, monitoring and anti-fraud, and other assurance and advisory services to the Federal sector and state and local governments. **This includes conducting numerous financial, AUP reviews, and performance audits in accordance with GAGAS. This also includes providing grants management and support services to numerous Federal agencies.** These services have entailed a broad range of technical expertise; and encompass such technical standards as the Government Auditing Standards, OMB Cost Principles, the Recovery Act, OMB Circular A-130, AICPA Performance Auditing Standards, the requirements of the Financial Audit Manual and the Federal Information Systems Controls Audit Manual (FISCAM), GAO Green Book, FISMA, the Federal Acquisition Regulation, COBIT, CISA, GASB, and many others. **We have also conducted hundreds of grant audits for Federal agencies.** Below, we have presented a representative sample of our experience. **The chart is designed to present our experience, relative to the execution of large nationwide projects; as well as present the depth of performance, financial, and AUP auditing and oversight experience.**

Oversight, Program Performance, Performance, and Anti-Fraud Monitoring Experience	Oversight, Program Performance, Performance, and Anti-Fraud Monitoring Experience
- Agreed-upon Procedures Audits of the Implementation of the Unemployment Insurance Provisions of the CARES Act in three States - SSAE 18 Audit of the DC Firefighters Peoplesoft Pension Application - Incurred cost audits of twenty contract years for the Volpe Center - Major Subcontractor on the financial statement audit of the Government of the District of Columbia for six years (currently) - Pre-Award Accounting Systems Review for the Volpe Center - Auditing Services to the Bureau of Indian Affairs, under the American Recovery and Reinvestment Act - Six years of Incurred Cost Submission Audits of Contractors, for the Federal Transit Administration - Incurred Cost Submission and Contract Close-out Audits of Contractors, for the Environmental	- Three Accounting System Reviews for the Federal Transit Administration - Price proposal audit for the Coast Guard - Accounting systems review of a contractor, for the DHS-Science and Technology Division - Large Contract audit for the DHS-Office of Contract Operations - Contract audit of large facilities maintenance contract, for the Architect of the Capitol - Forward pricing rate proposal audit, for the Federal Highway Administration - Multiple Contract Audits of Afghanistan Reconstruction Contractors, for the Special Inspector General for Afghanistan Reconstruction - Audits of FEMA Mission Assignments, for DHS - Grant and Contract Audits and Indirect Cost Rate Reviews of Grantees and Contractors, for the Department of State

Protection Agency

- | | |
|---|--|
| <ul style="list-style-type: none"> • Several years of Incurred Cost Submission Audits for NASA • CAS Disclosure Statement Adequacy Review and Compliance Audit of a Contractor for USAID • Two contract and grantee audits for USAID • Two pre-award price proposal audits of \$630M manufacturing proposals, for the Transportation Security Administration • Construction contract audit for the Transportation Security Administration • Seven Contractor Accounting Systems Reviews, for the Federal Highway Administration • Seven Price Proposal audits for the Department of Veterans Affairs • Two Price Proposal audits for the Federal Transit Administration • Contract Audits for the Government National Mortgage Association (Ginnie Mae) • Contract Auditing Services for the Drug Enforcement Administration • Two contract Audits for the Federal Deposit Insurance Corporation • Government Purchase Card Auditing Services for the Defense Contract Management Agency, under OMB Circular A-123 • Improper Payment Auditing Services to HUD, in Accordance with the Improper Payments Elimination and Recovery Act of 2010 • Assessment of Internal Controls over Financial Reporting, for the GSA Federal Technology Service, under OMB Circular A-123 • Defense Travel Services Audit for the Defense Contract Management Agency • Grant and Contract Audits and Indirect Cost Rate Reviews of Grantees and Contractors, for the Department of State • Two Project-Based, Section-8 Billing Studies for HUD, under the Improper Payments Information Act of 2002 • Medicaid Contractor Cost Report Auditing Services for the Government of the District of Columbia • Government Purchase Card Auditing Services for the Broadcasting Board of Governors, under OMB Circular A-123 • Financial Statement Audit of the Federal Maritime | <ul style="list-style-type: none"> • Auditing Services to the USDA–OIG, under the American Recovery and Reinvestment Act • Grant Auditing Services to the US Department of Energy–OIG, under the American Recovery and Reinvestment Act • Numerous Grant Audits of Federal Funding, for the Corporation for National and Community Service-OIG • Audits of Postal Installations, for the USPS-OIG • CFO Act Audit Coordination Services for the US Coast Guard • Audit of the USDA–Rural Development’s Credit Reform Process • Financial Statement Audit of the Department of the Interior – MMS, under the CFO Act • Audits of HUD Preservation Offices’ Mark-to-Market Program’s Restructuring Activities, and Audits of Rehabilitation Escrow Administrators’ accounts • Bank and Thrift Examination Services for the OCC and OTS • Performance Audits of Emergency Preparedness Grants to States, for DHS • OMB Circular A-133 Auditing Services to the District of Columbia Department of Public Works • Performance Audit of the President’s AIDS Initiative in Africa (PEPFAR), for the Department of State • Use of Data Mining Techniques to Assist the Special Inspector General for Iraq Reconstruction in Identifying Errors in Datasets, and Providing Auditability Assessment Services • Nationwide Representative Payee Audits for the Social Security Administration • Comprehensive Procurement Systems Review for the Securities and Exchange Commission-OIG; and • Agreed-upon Procedures Audits of Participating Administrative Entities under HUD’s Mark-to-Market Program • Financial Statement Audit of the Administrative Conference of the United States, in accordance with the CFO Act of 1990 |
|---|--|

Commission, in accordance with the CFO Act of 1990 Financial Statement Audit of the National Council on Disability, in accordance with the CFO Act of 1990	Audits of FEMA Mission Assignments, for DHS
---	---

Below, we have also presented a partial list of the grant programs to which we have provided support or oversight.

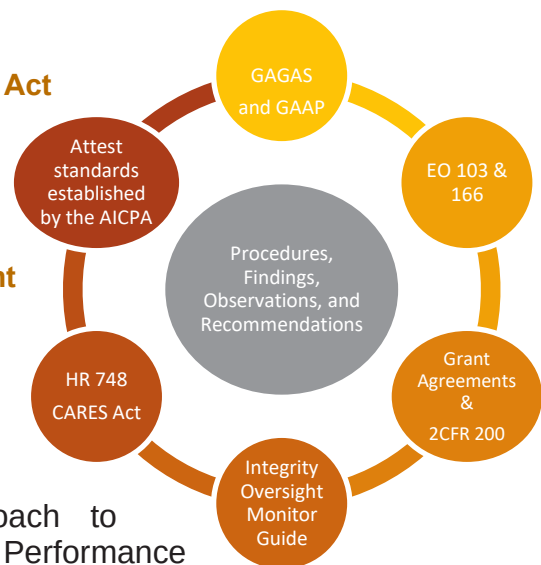
Representative Sample of Grants Management, Oversight, and Support Experience	
Entity or Client	Contract /Grant Audit Related Service
City of New Orleans	FTA Grants Financial Management Systems Review
NOAA- Office of Education	Financial and Program Support Services to 5 Scholarship Programs
DHHS-ACF	Grant and Contract Close-out Services
Ginnie Mae	Contractor Assessment Reviews and Closeouts
Rhode Island Transportation Authority	FTA Grants Financial Management Systems Review
Dept. of Energy	Reviews and Assessments of Numerous Recovery Act Grants to States
HUD	Audits of numerous Grants to Housing Authorities
Chittenden County Transportation Authority	FTA Grants Financial Management Systems Review
Georgetown University	FTA Research Grant Audit
Department of the Interior - BIA	Audits of Numerous Recovery Act Grants to Indian Tribes
International Lead Zinc Organization	FTA Research Grant Audit
Corporation for National Service	North Dakota Department Commerce (AmeriCorps)
Westart - Calstart	FTA Research Grant Audit
Department of Energy	DC Office of Energy, Weatherization Grant audits
Department of State	Institute of Study and Development of Legal Systems (Educational Grant) AIDS Program
National Science Foundation	Research Grant audit of Vanderbilt University
Department of Education	DC Department of Education / Public Charter Schools audits
San Joaquin Regional District Transit	FTA Grants Financial Management Systems Review
DHHS-Health Resources and Services Administration	Grantee Financial Assessment Reviews
USDA	Temporary Energy Food Program Audit
US Dept. of Education	Title IV Safe & Drug Free Schools Grant - Analysis and support
US Dept. of Education	Enhancing Education Tech Grant – Analysis and support
US Dept. of Education	Title I – Reading First State PD Grant – Analysis and support
US Dept. of Education	21 st Century Learning Center Grant – Analysis and support
USDA	National School Lunch Program Grant - Analysis and support
Department of State	Audit of Numerous grants made under various Agency programs
Department of State	Numerous indirect cost rate reviews and contract audits
District of Columbia Govt.	Numerous Indirect cost rate reviews of non-profit organizations

Section 2-C – Management Overview

Section 4.2.2 states: The Bidder shall set forth its overall technical approach and plans to meet the requirements of the RFQ in a narrative format. Below is our response:

The State of New Jersey desires to have a broad range of services related to Integrity Monitoring Oversight of COVID 19 funds, conducted by professional service firms over the life of the contractual arrangement. The conceptual and analytic framework undergirding our engagement decisions and actions will comprise of the following:

- **Executive Order 103**
- **Section 501 and 401 of the Robert T. Stafford Act**
- **H.R. 748, (“CARES Act”)**
- **Executive Order 166**
- **Integrity Oversight Monitor Guidelines**
- **Federal-state grant agreements**
- **State-Recovery Program Participant sub-grant agreement**
- **OMB Circular 2CFR 200**
- **GAGAS**
- **AICPA Guidelines**



Below, we have presented a generic approach to performing a broad range of Program and Performance Monitoring, Financial Monitoring and Grants Management, and Anti-Fraud Monitoring of COVID-19 Recovery Funds and Programs, that may be required under this BPA. As specific oversight tasks are identified, **we will modify this approach to meet the specific technical requirements of each engagement.** Our approach to these engagements will be structured into 4 phases. The execution of these phases will benefit from ongoing documentation, communication, and quality control. Each phase will have clear goals, which will be achieved through the execution of specific tasks and procedures.



We have set forth in detail below, the specific tasks that may be associated with each engagement phase. Each phase of the oversight process will be reinforced continuously by documentation, communication, risk management, and quality control. During the

course of each phase, we will ensure that the specific agency is continuously updated on our progress.

Phase 1: Initial considerations. Our objective underlying initial considerations is to establish whether the preconditions for the specific type of oversight engagement desired by the State of New Jersey are met, and confirm whether a common understanding of the terms of the engagement exists between us and the State of New Jersey. The specific tasks that will help achieve this phase's objectives include:

- Obtaining the agreement of the State of New Jersey, that it acknowledges and understands its responsibility for compliance with the applicable legal and regulatory framework related to administration of COVID-19 funds; for the design, implementation, and maintenance of its financial management structure, relative to the compliance with the applicable legal and regulatory framework; and for providing us with access to all data that management is aware of, that is relevant to the accomplishment of the engagement's objectives. Agreement will also be reached regarding access to additional information that we may request from management for the purpose of the oversight engagement; and unrestricted access to persons within the agency or activity, from whom we may determine it necessary to obtain audit evidence.
- Agree upon the terms of the engagement, and provide an audit/oversight/ monitoring engagement letter to the agency or activity, that will include the objective and scope of the engagement. It will also state management's responsibilities; our responsibilities; identify any inherent and internal control limitations; identify the applicable legal and regulatory framework; and reference the expected form and content of reports to be issued by us.
- Request that the agency or activity's management authorize prior auditors, if any, to respond fully to our inquiries regarding certain matters, if deemed necessary.
- Consider significant issues that were discussed with the agency and others during a Pre-engagement Conference, their impact on the engagement strategy and audit/oversight plan, and any communication that may be necessary.



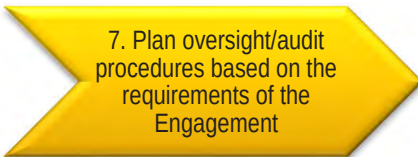
- Be alert for evidence of non-compliance with relevant ethical requirements, by members of the engagement team.
- Ensure compliance with independence requirements that apply to the engagement, by obtaining relevant information to identify and evaluate circumstances and relationships that may create threats to independence; and taking appropriate action to eliminate any identified threats, or to reduce them to an acceptable level, by applying safeguards.
- Document issues identified, with respect to compliance with relevant ethical requirements, and how they were resolved; conclusions on compliance with independence requirements; and any relevant discussions with the firm that support conclusions reached, regarding the acceptance of the engagement.

Phase I—Engagement Planning

This phase will focus on establishing the engagement's overall strategy, and developing an oversight/audit and survey plan to reduce oversight/audit risk to an appropriate level for the purpose of obtaining reasonable assurance that the evidence to be obtained is sufficient and appropriate to support the our findings and conclusions, related to the administration of CARES Act funds. Our engagement strategy will be a high-level determination of the oversight/audit scope, timing, and direction. We will establish a preliminary oversight/audit strategy at the appropriate agency or business unit level, before performing risk assessment procedures based on the results of preliminary engagement activities. As we gather additional information on the State of New Jersey's Component or activity's operations, we will complete the overall oversight/audit strategy, including overall responses.

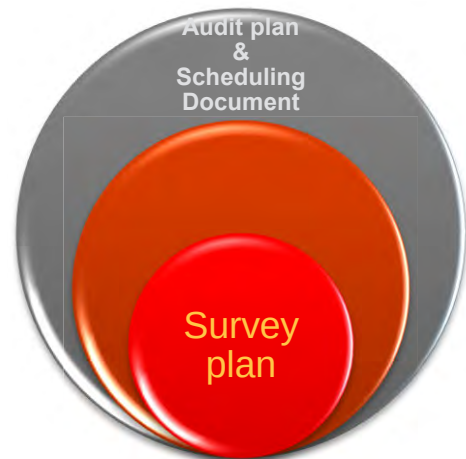
Prior to commencing the engagement, we will hold an entrance conference with representatives of the agency or activity, at a mutually agreeable time, to discuss the purpose, scope, process, and schedule of the engagement. In that meeting, we will also seek access to records that may be in the agency's possession. We will also communicate with the agency, regarding its designation of a contact person for coordination purposes. The planning phase will incorporate the following tasks:





Our tasks in this phase will, specifically, be as follows:

- Continue to refine our understanding of the specific agency, and its CARES Act program activities. This understanding will help us determine the form and substance of the agency's program objectives, and will help us communicate results most effectively, to satisfy the needs of the intended users of the report.
- Establish an understanding of the agency's regulatory framework, by reviewing laws, regulations, rules, and orders; and making inquiries of management and appropriate individuals at the agency, third-party specialists, and compliance oversight entities, as appropriate.
- Gain an understanding of the agency's operations and environment, and circumstances surrounding the oversight/audit, for the purpose of assessing control risk. This understanding will establish a frame of reference within which our team will plan the oversight/audit strategy and execute the engagement. As part of this task, we will request the agency's management to identify prior audits, attestation engagements, performance audits, studies, or other endeavors that directly relate to the objectives of our engagement; including whether related recommendations have been implemented. We will use this information in assessing risk; and determining the nature, timing, and extent of CARES Act oversight/audit work, including determining the extent to which testing the implementation of the corrective actions is applicable to the CARES Act oversight/ audit objectives.
- Craft an oversight/audit strategy, which is the operational approach to achieving the objectives of the engagement. It will be our-high level determination of the engagement approach. The strategy will assist us in determining:
 - ⦿ the resources to deploy for specific segments of the engagement, such as the use of appropriately experienced team members for high risk areas,
 - ⦿ the amount of resources to allocate to the oversight/audit, such as the audit budget (in hours) to allocate to the various segments of the engagement,
 - ⦿ the timing of the engagement,



- ◉ how such resources are managed, directed, and supervised, such as when team briefing and debriefing meetings are expected to be held, and
 - ◉ how the engagement partner and manager reviews are expected to take place.
- Develop and submit an oversight/audit plan and scheduling document, which includes the approach to accomplishing the tasks identified in the statement of work. Our oversight/audit plan will be more detailed than the overall audit strategy; in that it will include the nature, timing, and extent of procedures to be performed by engagement team members. The plan will also present a detailed timeline for the performance of the engagement.

During this phase, we will also notify the auditee that is the subject of the engagement, of their selection. This notification will include a planned date and time for an entrance conference. At the entrance conference, we will gain an understanding of the extent and location of records. We will also, preliminarily, set a tentative date for any required site visits.

The survey plan will document our understanding of data sources; and detail the design and execution (Design Matrix) of the process for gathering information on how the agency or grantee has implemented and operated its CARES Act program, activities, or functions. We will obtain information on:

- ◉ How the agency or grantee operates and carries out its CARES Act activities;
- ◉ A preliminary assessment the program, activity, or function;
- ◉ The process used by the agency or grantee to monitor results; and
- ◉ Whether the auditee's actions satisfy legal requirements and established goals, and are likely to be successful.

Continual analysis of the information gathered will allow us to decide how much survey work is needed, and whether a detailed review of a specific area is warranted or possible. Our approach will help us clearly identify important issues and problem areas, and decide if and where investigation is needed. When in-depth work is to be done, we will have an idea of what we expect to report. The oversight/audit plan so developed will also include a Quality Assurance Plan.

Phase II—Conduct Survey of Internal Control and Risk Assessment

In this phase, we will obtain sufficient and appropriate data to assess the adequacy of the agency's or grantee's internal control environment related to the administration of CARES Act funds. Data obtained will also be sufficient to support our findings and recommendations through:

- the timely identification of preliminary findings, and potential audit issues; and
- determining the nature and extent of audit procedures that the findings and/or audit issues warrant.

Our assessment of the auditee's internal control environment will take into consideration micro and macro-economic factors that can influence the agency's or grantee's posture towards internal controls, including:

- **General background information on the CARES Act program and pertinent agencies**—We will obtain general working information on the agency's or grantee's initiatives and internal controls framework, as they related to CARES Act program performance. This will include: the policy framework in place; the systems, approaches, plans, strategies, and processes in place; organizational features; existing performance standards and performance measures; the past and current implementation efforts and practices; and the ongoing monitoring practices. This information will give us a perspective on important activities and key features or areas, which appear difficult to control, or susceptible to poor performance or fraud.
- **Goals and objectives established by legislation and by oversight agencies**—Goals encompass the objectives that the agency or grantee intends to achieve, or are expected to achieve; and the criteria (standards and performance indicators) used to measure such achievement, and progress in achieving them. Thus, a primary part of our assessment will be to define the goals of the agency's or grantee's CARES Act programs or activities being examined; in particular, its efforts at long-term performance outcomes. Because goals incorporate the criteria by which we will determine whether a potential weakness or deficiency exists; the goals of the program, activity, or function to be audited will be clearly understood prior to conducting test procedures.
- **Preliminary observations on the extent that desired goals are being achieved**—In making this decision, we will apply all the knowledge and information obtained during the early stages of the Planning phase. Our purpose here will be to identify a condition where it appears that the CARES Act program's goals are not being fully achieved, or where it is un-clear what the goals are, or what results are being accomplished.

At the conclusion of this phase of the oversight/audit engagement, our team will prepare a summary of what was done, our observations, and our assessment of the impact of these observations on the remaining engagement procedures. This phase will further assist us with refinement of our preliminary estimates of time and resource

requirements, particularly for personnel, and target date for completing the review and reporting phases.

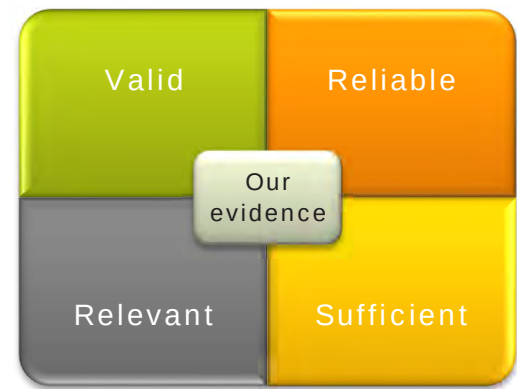
Phase III— Perform Substantive Procedures (collection of evidence and analysis)

Our evidence gathering process will be systematic and iterative, and will involve: (1) gathering evidence by performing appropriate oversight/audit procedures; (2) evaluating the evidence obtained as to its sufficiency (quantity) and appropriateness (quality); and (3) re-assessing risk and gathering further evidence as necessary, to support the substance of the procedures performed.

We will seek evidence that is: Valid (based on accurate, reliable information); reliable (ensuring that the same results will be obtained if the audit is repeated); relevant (linked, in a clear and logical way, to the criteria and oversight/audit objectives); sufficient (a measure of quantity; that it will be enough to persuade a reasonable person that the findings and recommendations are warranted and supported); and appropriate (a measure of quality of audit evidence).

Our oversight/audit results will be based on the following types of evidence, which will be a derivative of the procedures agreed to with the agency. It may be quantitative and qualitative in nature:

- **Physical evidence**—evidence that is properly obtained through direct inspection or personal observation of activities, and is documented. We will document this type of evidence, through written descriptions, worksheet listing or tallies, and flowcharting and mapping, where appropriate.
- **Documentary evidence**—evidence comprising of data that is gathered.
- **Testimonial evidence**—evidence that is obtained through written or oral statements received in response to our inquiries of agencies' or grantees' personnel. These can come from valuable sources of data not readily obtainable by independent audit testing. This form of evidence will be used to supplement other types of evidence. We will obtain this evidence through (1) in-person interviews, (2) telephone interviews; (3) questionnaires, and (4) written statements or representations in response to inquiries.
- **Analytical evidence**—evidence that is drawn from our analysis and logical reasoning, using previously obtained data. It includes comparisons, reasoning, and separation of data into components. This evidence will be used to develop the *condition, effect, criteria, and cause* elements of findings. Our team will



collect and record this evidence, through analysis with electronic spreadsheets and databases, and gleaning facts and views (attitudes, opinions, and perceptions), which will be obtained directly from people, through testimony.

- **Expert opinion**—evidence in the form of a testimony, on the facts from a person recognized as having special knowledge, by way of education and/or experience. To our team, this type of evidence will be valid under certain conditions.

We will seek corroborating evidence from different sources, or of a different nature, in making assessments of data gathered while assessing a CARES Act program, activity, or function. We will consider the source (internal or external) and nature (documentary, oral, etc.) of oversight/audit evidence when evaluating its reliability. Our framework for evaluating the reliability of evidence will be as follows:

- Confirmation from third parties is more reliable than data obtained from internal records;
- Evidence gathered by our team will be more reliable than that supplied by others;
- Documentary evidence is better than oral evidence;
- Original documents are better than photocopies; and
- Audit evidence is more persuasive if it can be “triangulated”. That is, if evidence from more than one source can confirm the same findings.

Our approach to testing envisages tests of details, based on the agreed-upon test procedures related to the test objectives. Tests of details are procedures applied to individual items selected for testing. We will utilize a variety of techniques to gather the above evidence, including:

- **Observation**—This involves seeing with a purpose, making mental notes, and using judgment to measure what we see, against criteria. We will confirm observed deviations through analysis or corroboration;
- **Inspection**, through the actual physical examination of documentary evidence.
- **Inquiry**, through interviews with the pertinent personnel, through the use of open-ended questions, when possible. Depending on the type of information received in an interview, we may confirm that information through documentation;
- **Confirmation** with third parties, facts and information presented by an agency or grantee; and
- **Examination** of supporting documents to determine whether amounts are properly stated.

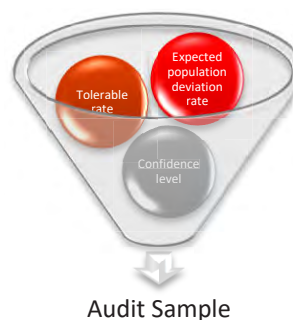
The methodology for selecting items for testing will depend on the nature of the data, and the objectives and sub-objectives that our procedures are designed to meet. We will employ this technique only when essential facts cannot be obtained in other ways,

and when there are demands for structured comparison and well-founded generalizations.

Where sampling of transactions is warranted, the samples will be representative of the population; and will be selected, using attribute sampling, or other appropriate sampling methods. In determining our sample sizes, we will use professional judgment to determine three factors:

Our substantive procedures

confidence level;
tolerable rate (maximum rate of deviations from the prescribed control that our team is willing to accept, without altering the preliminary control risk); and
expected population deviation rate (expected error rate).

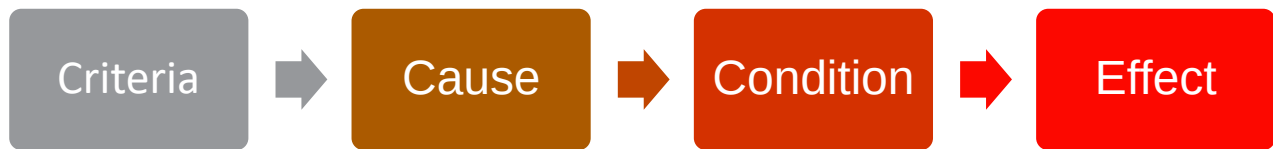


Once our team determines these factors, it will use guidance provided in GAO's Financial Audit Manual (FAM) to determine sample size, and to select samples for testing, based on a minimum confidence level of 90%. We are convinced as to the appropriateness of this confidence level, based on the comfort we will attain from the application of non-sampling control tests in the planning phase, as well as substantive procedures in this phase

Evaluating and assessing evidence: In this part of the phase, we will evaluate whether the evidence obtained is sufficient and appropriate so as to meet the objectives identified in the agency's Statement of Work. This evaluation will include exercising professional judgment and professional skepticism; and consideration of evidence that both supports, and appears to contradict, management's assertions. Our determination of the importance of the findings will be based on our judgment and the substance of each finding. These findings will be issued to the appropriate agency personnel or the grantee, as they occur. We will also issue Interim or Management Advisory Reports, as the issues on the engagement warrant. With regards to internal controls assessments, we will evaluate whether, based on the evidence obtained, the objectives of the specific procedures have been met.

Our evaluation of whether the results of applying a test procedure will result in a finding, will consider the objectives and intent of each procedure, in addition to the strict reporting guidelines that apply to the particular type of oversight/audit engagements. It will also focus on substance over form. Performance of procedures will be structured to gather sufficient evidence to develop the elements of findings critical to satisfying the

objectives of the engagement. If we are able to, sufficiently, develop the elements of a finding, we will also develop recommendations for corrective actions if they are significant, within the context of our review objectives. All findings will contain the following elements:

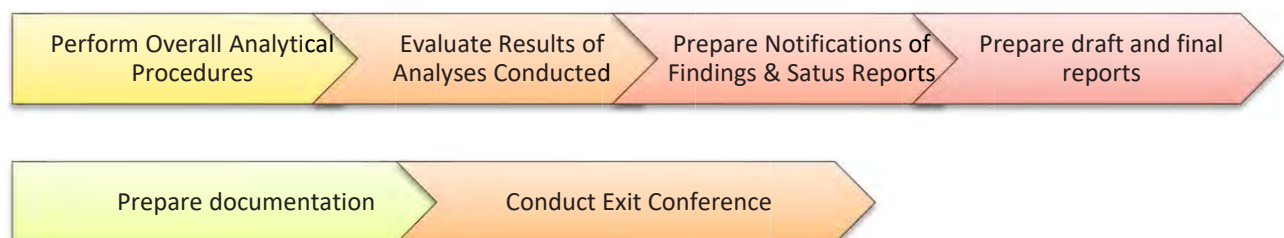


- **Criteria**—represents the laws, regulations, standards, specific requirements, measures, expected performance, defined practices, and benchmarks; against which performance is compared or evaluated. Criteria identifies the required or desired state or expectation with respect to a program or operation.
- **Condition**—is an adverse situation that was observed during the engagement.
- **Cause**—constitutes the differential between the condition and the criteria; and identifies the reason, explanation, or factor or factors responsible. This may serve as the basis for our recommendation or corrective actions.
- **Effect**—the impact or potential impact of the difference between the condition and the criteria, and identifies the outcomes or consequences of the condition.

We will communicate all findings to the agency's or grantee's management, at the appropriate times. We will also prepare representation letter for the appropriate parties to review and sign; and also conduct fraud inquiry of those charges with governance, to the extent required by SAS 99.

Phase IV—Reporting

The nature of some of the reporting activities that will take place in the reporting phase will depend on the type of oversight/audit engagement being performed. On the typical engagement, the Reporting phase may consist of the following tasks:



In this phase, we will:

- ⦿ **Perform overall analytical procedures** to determine whether there is sufficient understanding and support for financial or performance exceptions noted. Much of this analysis will take place towards the end of the testing phase.
- ⦿ **Evaluate Results of Analyses Conducted:** This process will seek to finalize the root cause of financial, compliance, or performance exceptions; as well as significant internal controls weaknesses noted. All noted exceptions will be evaluated in both quantitative and qualitative terms, for the purpose of determining the root cause of noted exceptions, and for proposing options for their remediation.
- ⦿ **Prepare Notifications of Findings, and Status Reports:** Prepare bi-weekly status reports with Notification of Findings and recommendations (NFR) that will include detailed analyses of exceptions. These reports will also include an overall assessment of the status of the engagement. We will also, periodically, prepare a summary memorandum of the work completed.
- ⦿ **Prepare draft and final reports** to submit to the agency, that detail the results of the audit, and recommended corrective actions for the remediation of the root causes. The reports will present financial or performance assessments of the CARES Act program. Upon receipt of review comments from the agency, assess changes and incorporate into the reports, as appropriate. Also, submit final report to the agency, within the contract stipulated timeline.
- ⦿ **Prepare cross-referenced documentation** of the nature and extent of work performed in the reporting phase, and the related conclusions. Also, conduct final manager and partner quality control reviews of all working papers and final reports.
- ⦿ **Conduct an exit conference (Post Engagement Conference/Message Meeting)** with the auditee and/or grantee officials; to communicate engagement results, and obtain management's comments on proposed findings and recommendations, before the final audit report is issued.

Documentation: Our working papers will be prepared, prior to issuing the draft report, and will be subjected to quality assurance reviews by the manager and partner. These working papers will:

- Provide support for our report (findings and recommendations)
- Aid us in conducting and supervising the engagement—to ensure that engagement objectives are met, findings are supported, and auditing standards are followed
- Allow others (auditors and oversight officials) to review the engagement's quality.

The following five principles will guide our documentation: (1) completeness and accuracy; (2) relevance; (3) clarity and understandability; (4) legibility and neatness; and

(5) conformance to a standardized format, i.e. uniformity in composition and organization.

Generally, our documentation will: (1) have a descriptive heading, (2) describe the source of data and the procedures used to obtain and analyze it, (3) reflect how the accuracy of data supplied by others was established, and how this was accomplished, (4) disclose the extent to which mathematical computation were verified, (5) cite the source of data contained on individual documents, (6) contain a clear statement of purpose for which the work was done, (7) be cross-referenced, (8) be dated and signed by the preparer, and (9) be reviewed by a supervisor.

Section 2-D – Contract Management

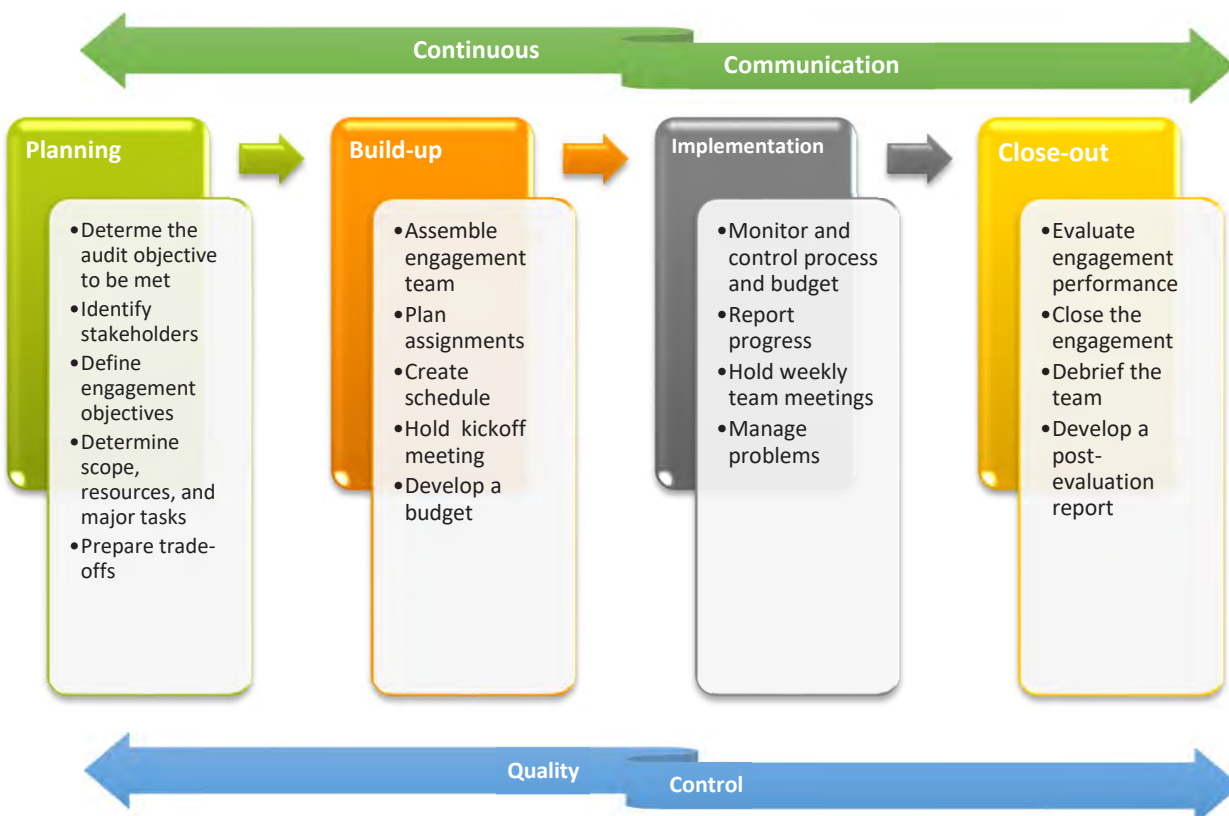
Section 4.2.4 states: The Bidder should describe its specific plans to manage, control and supervise any Engagement(s) issued pursuant to the Contract to ensure satisfactory completion according to the required schedule. The plan should include the Bidder's approach to communication with the State Contract Manager, or Using Agency, including, but not limited to, status meetings, status reports, etc. Below we have presented our approach to accomplishing this requirement.

Because of the broad geographic distribution of CARES Act oversight engagements that the State of New Jersey desires, a robust management plan is required to successfully execute this engagement. Our approach and project work plan involve taking a systematic approach in collaborating with each agency or grantee. This will include: identifying needs; prioritizing tasks; executing work; and delivering work products timely. Our definition of the proposed engagement's success is: Delivering engagement reports, by the stipulated time; and Completing the engagements within the proposed cost, at the desired level of performance, with minimum or mutually agreed-upon scope changes, without disturbing the main workflow of an agency or grantee, and without changing the corporate culture of your organization.

Our audit teams will have a Senior Auditor and a Staff Auditor, an overall Senior Manager (Overall Project Manager), a Quality Assurance Partner, and the Engagement Partner. For each oversight/audit assignment, our team will execute the management aspects of the engagement in four phases, within the following framework:

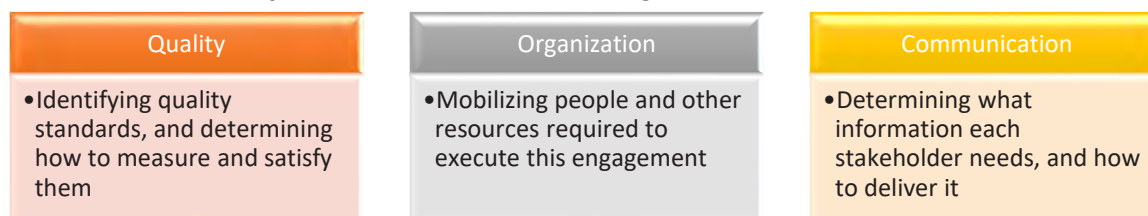
Our Management Plan Will Empower the State of New Jersey to Meet its Objectives and Adhere to Deliverable Schedules

- Proven project and program management methodology have resulted in the successful completion of projects for such clients as GSA, the FCC, the EPA, DOL, TSA, USDA, HUD, DHS, the Navy, DOT, the DC Government, and many others; resulting in a seamless management approach
- Regis has provided auditing and oversight services on nationwide contracts to Federal agencies
- Our management plan will provide unparalleled program management expertise to help ensure highly efficient and effective management of each audit engagement



Planning

When defining objectives throughout the engagement, we will think SMART. Our objectives will be specific, measurable, action-oriented, realistic, and time-limited. We will define these objectives within the following framework:



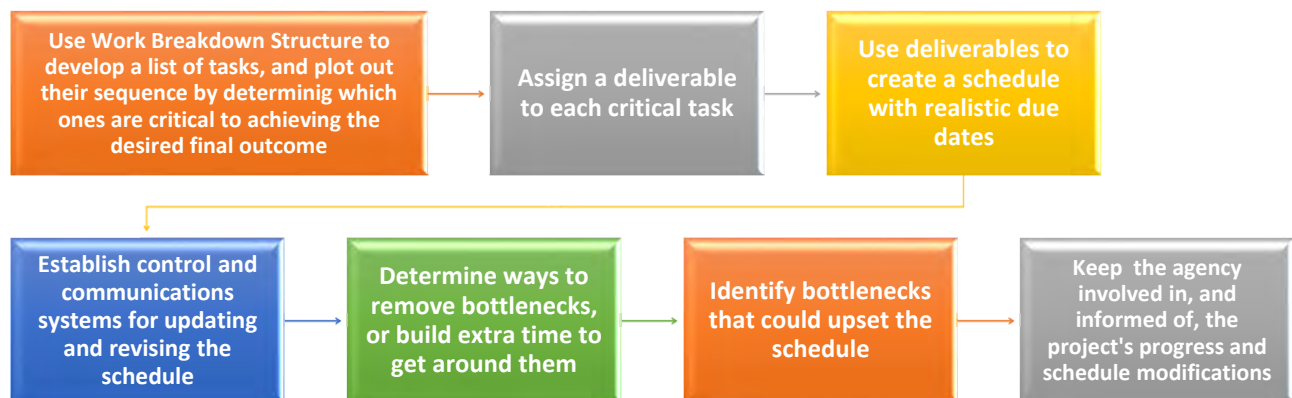
Because of the logistical considerations of this engagement, we will determine scope, resources, and major tasks; using a Work Breakdown Structure that subdivides complex activities into three to six most manageable units. Time, cost, and quality are the three related variables that typically dictate what we can achieve. Our approach will be adaptive, as changes to other variables are imposed on us. We deem it our obligation to keep the agency's representatives informed of the impact of the changes in these variables. Our organization will provide the right mix of skill sets, experience, knowledge, and management oversight that is essential for success. Our engagement

team will consist of the following persons, who will work cohesively throughout the life of the engagement, to ensure the highest quality of performance.



Buildup

During the course of this engagement, we will link the assessment of skills needed, with the Work Breakdown Structure crafted in the Project Planning Phase. We will then, flexibly, match people to tasks through a process of team communication and cohesion. To create a realistic schedule within time constraints, we will work backward from the drop-dead deadline for reporting, to determine when our deliverables must be ready. Depending on the complexity of the entity to be audited, we may rely on tools such as the Critical Path Method and a Performance Evaluation and Review Technique chart to help with the sequencing of tasks, and a Gantt Chart to map out their chronological order and duration. Our approach to scheduling each engagement will involve the following basic steps:



Implementation

During this phase, we will deploy competent processes to measure progress on the engagement; and will respond quickly to changes in data or information as they are received, and look for early signs of problems so we can initiate corrective action. We will monitor the pace and quality of completing agencies' or grantees' CARES Act audits, and will compare them to the planned outputs and quality. We understand the importance of delivering timely, consistent, and detailed project status updates. Our team will create a series of status reports, to communicate the information required to

successfully track project progress, as well as keep involved parties apprised of on-going activities. We will work within the agency's governance structure to execute:

- Periodic status meetings with agency officials
- Monthly project status reports (that meet content specifications) to the agency, outlining progress, bottlenecks, task order status, and status of deliverables and work products
- Problem reports (oral and written) that narrate problems encountered or impending, along with recommended solutions to resolve or avert the problem or delay
- Other unscheduled project updates, as requested.

Corresponding with status reporting, we will use formal meetings to:

- Provide a high-level current view of completed and forecasted audits;
- Provide a summary of risks and issues, including proposed resolutions; and
- Provide an opportunity for open discussion, to address general topics and/or concerns from the contracting officer or agency or grantee officials.

Our team will stay focused, by meeting once a week; and, periodically, asking ourselves what is essential to the project's success.

Closeout

This phase will involve comparing our progress with the scope that everyone agreed on at the beginning, finalizing activities, and presenting deliverables to the agency. As part of the closeout phase, we will seek a debriefing with the agency's management, on our overall performance.

Section 2-D-1 –Firm's Quality Assurance Plan and Independence Policies

Ms. Gwendolyn-Thomas Regis, CPA, Partner, will be responsible for overall quality assurance under this contract. Our personnel will operate under the appropriate quality assurance requirements set forth by *Government Auditing Standards*, and AICPA guidelines. Our commitment to high professional standards is demonstrated by our membership and active participation in the American Institute of Certified Public Accountants' Peer Review Program. Below, is a discussion of some core elements of our planned Quality Assurance Plan:

Development of an Effective Project Work Plan: This detailed Project Work Plan will help clarify project requirements between the agency and Regis & Associates, PC. This will assist in establishing a mutually agreed-upon scope of work, a realistic schedule, quality assurance standards, management oversight of work, and technical standards.

Development of an Inspection Plan: We will establish an Inspection Plan to monitor and compare all services performed against the criteria listed in each task order. The Inspection Plan will include:

- The methods to be used for identifying and preventing errors in the services performed;
- The areas of work to be inspected and the frequency of inspections;
- The records to be used to document the inspection activities;
- The reporting process to be used for the documented inspection activities;
- The proposed corrective or preventive actions to be taken; and
- A log of corrective or preventive actions performed.

Below, we have presented some of the more critical elements of our quality assurance surveillance plan:

Due Professional Care: Due professional care will be applied to each facet of an engagement to be performed for an agency. As with all our other engagements, we will apply the following functional business processes to ensure that all deliverables conform to our quality control standards:

- Adequate Task Planning is essential to ensuring that all tasks and sub-tasks are performed in an efficient and cost-effective manner, and that quality deliverables are submitted on a timely basis. Our planning process for each task will include the development of an extensive planning document that is designed to ensure that all team members understand the scope, objectives, methodology, and deliverable that are to result from tasks. Planning activities will also include any task-specific training, time budgets, task completion timelines, milestones, task dependencies, and work plans for each major function. Work plans will be distributed to each team member, as a means of acquainting them with the processes and standards of performance. Such performance will be regularly monitored by the project manager, who will monitor performance and compliance with the specifications outlined in the statement of work. This monitoring will ensure the early identification and resolution of noted issues.
- Adequate documentation of work is critical to ensuring compliance with GAGAS documentation standards. This will be accomplished through proper supervisory review of all work products prepared by staff. This includes ensuring that work products contain sufficient documentation of work performed, and that noted outcomes and conclusions reached are documented to ensure adherence to applicable standards.
- Quality assurance review of all deliverables will be conducted to confirm that: (1) all work products conform to the State of New Jersey's standards of workmanship, (2) conclusions reached, and recommendations made are proper and supported by work performed, and (3) all issues have been discussed with the agency or grantee. Finally, reports will be reviewed by a senior team member to ensure that: (1) grammatical

presentations and format of all deliverables are appropriate; (2) deliverables comply with the firm's internal standards for report preparation; (3) industry standards and requirements for report preparation are adhered to, and (4) there is consistency among all reports issued.

Quality Assurance Review Program: Our quality control program has been subject to Peer Reviews by the American Institute of Certified Public Accountants. Regis & Associates, PC has received unqualified opinions on all of its prior peer reviews. **A copy of the latest peer review report is provided as Appendix-B. Also, our CPA license is presented as Appendix-C.**

Training and Independence: To ensure compliance with AICPA and Government Auditing Standards, we require that all professional audit staff obtain at least 80 hours of continuing education every two (2) years. In addition, each staff member is required to meet the continuing education requirements noted in *Government Auditing Standards*.

Independence: It is our policy that all audit personnel be familiar with, and adhere to, the independence rules and regulations of the AICPA and *Government Auditing Standards*. All audit personnel are required to review the Firm's client listing, and sign a representation, at least annually, that acknowledges their familiarity with the Firm's requirements. In addition, it is the policy of the Firm to review all potential new engagements to ensure that there are no known organizational conflicts of interest. All employees assigned to State of New Jersey engagements will be required to sign an independence statement and a conflict-of-interest statement. These documents will be executed at the Firm level, as well.

SECTION 3 – ORGANIZATIONAL SUPPORT AND EXPERIENCE

Section 4.2 states: The Bidder must include information relating to its organization, personnel and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the Bidder's qualifications, and its ability to perform the services required by this RFQ. The Bidder should include an organization chart, with names showing management, supervisory and other key personnel (including subcontractor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual. Below, we have presented the required information in Sections 3-A through 3-D.

Section 3-A – Organization- About Regis & Associates, PC

Founded in 1991, Regis & Associates, PC is a minority-owned, small business multidisciplinary, management consulting and Certified Public Accounting firm that provides a broad range of professional services to governments and private sector

companies. Our core services encompass CFO Act auditing, Federal financial management and accounting services, financial systems integration, program support, information systems consulting, enterprise security assessments, bank examinations, and other consulting services. The firm is a graduate of the U.S. Small Business Administration's (SBA) 8(a) Program. The Firm is also a member in good standing, of the AICPA; participates in the AICPA's Peer Review Program; and holds a permit to practice in the District of Columbia.

Our client service experience includes providing financial management support services to such agencies as the FAA, NOAA, HUD, FHWA, the Census, the Navy, and many others. Additionally, our management consulting experience includes serving PBGC, the Navy, CMS, DCMA, Executive Office of the President, and many others. Our experience also includes conducting CFO Act Audits of the Department of the Interior - Minerals Management Service; the Inter-American Foundation; the Administrative Conference of the United States; the National Council on Disability; the US Department of Education, and the Federal Maritime Commission; and select components of the Department of State's financial statements and the U.S. Postal Service. We have also conducted OMB Circular A-123, Appendix-B, audit of the Defense Contract Management Agency; OMB Circular A-123, Appendix-A audit for the GSA Federal Technology Service; FISMA audits for the Department of State; Examination of IT Security Findings Remediation for the Architect of the Capitol's Improper Payments Information Act; IPERA audits for HUD; numerous Recovery Act audits for the Department of Energy-OIG, the Department of the Interior-Bureau of Indian Affairs, and the Department of Agriculture. We have also provided performance auditing services to the Federal Communications Commission, relative to its Transformation Order relating to the High Cost Program and other programs; and also conducted a financial audit of funds made available to certain telecommunications service providers under the High Cost Program. We have also performed numerous financial and performance audits of grantees across various agencies.

Section 3-B – Management, Supervisory, and Key Personnel

A major differentiating factor among accounting and management consulting firms is the experience, technical resources, and commitment to client service that they bring to their public sector clients. To meet the expectations outlined in the State of New Jersey's Statement of Work, we have selected a core project team, with relevant industry experience. All of these individuals possess extensive experience in very complex accounting and auditing engagements, and are experienced in matters related to CARES Act compliance, FAR, 2CFR 200, SSAE 18, Government Auditing Standards, performance auditing standards, CFO Act, FAM and FISCAM, risk analysis and program compliance, the Inspector General's Act, the Data Act, AICPA guidelines, and many others. Below, is a summary of the experience of some of these individuals. **Their detailed resumes have been presented as Appendix - A.**

	Total Experience in Years	Areas of Experience								
		Government Auditing Standards	Performance Audit Exp.	Audits of Fed. Programs, Activities & Functions	Other Services & Special Reviews.	OMB Circular A-133 Audit Exp.	State and Local Govt Audit Exp.	CARES Act Audit Exp.	Grant Auditing Exp.	Key Personnel
Peter Regis, CPA Partner	22+	✓	✓	✓	✓	✓	✓	✓	✓	✓
Gwendolyn J. Regis, CPA, QA Partner	24	✓	✓	✓	✓	✓	✓	✓		✓
Edwin Kago, CPA, Sr. Audit Manager	12	✓	✓	✓	✓	✓	✓	✓	✓	✓
James Danaher, CPA, Sr. Audit Manager	39	✓	✓	✓	✓	✓	✓	✓	✓	
Samson Estifanos, CPA, Audit Manager	18	✓	✓	✓	✓	✓	✓	✓		✓
Jatana Coleman, CPA, QA Manager	12	✓	✓	✓	✓	✓	✓	✓	✓	
Alice Onwona, Audit Supervisor	8	✓	✓	✓	✓	✓	✓	✓	✓	
Adrian Torres, Audit Supervisor	20	✓	✓	✓	✓	✓	✓	✓	✓	
Various Seniors and Staff Auditors	1-10	✓	✓	✓	✓	✓	✓	✓	✓	

Peter R. Regis, CPA, Partner: Mr. Regis is a Partner with Regis & Associates, PC and has over twenty-two years of experience in accounting and auditing, both from public and private sector perspectives. His employment prior to Regis & Associates, PC includes working for the Big-4 accounting firm of PriceWaterhouseCoopers, and a local Washington, DC CPA firm. His relevant experience includes serving as engagement partner on accounting support and audit contracts for the Bureau of Census, the USDA-OIG, the FCC-OIG, the US Coast Guard, the Department of Energy-OIG, the Defense Contract Management Agency, the Department of the Treasury, Federal Aviation Administration, Federal Highway Authority, Broadcasting Board of Governors, Under Secretary of the Navy, the National Science Foundation-OIG, Corporation for National and Community Service-OIG, U.S Department of State, the Architect of the Capitol-OIG, the FDIC, District of Columbia-Office of Inspector General, and many others. **He has conducted numerous grantee and state agency audit engagements for HUD, the Department of Energy-OIG, the Special Inspector General for Afghanistan Reconstruction, USAID grantees, the Bureau of Indian Affairs, the National**

Science Foundation, the Federal Transit Administration, CNCS, the State of Maryland, USDA-OIG, the Department of State, and many others. **He has also served as the engagement partner on three CARES Act auditing engagements of three states, for the US Department of Labor- Office of Inspector General.**

Ms. Gwendolyn J. Regis, CPA, Partner, Quality Assurance: As the QA Partner, Ms. Regis will objectively evaluate the significant judgments the engagement team makes, and the conclusions it reaches in formulating the auditor's report. She will perform ongoing monitoring of the firm's quality control function, as applied to this engagement. This is designed to ensure that the work performed by our engagement team meets applicable professional standards, regulatory requirements, and the firm's standards of quality. Ms. Regis has over 24 years of accounting, auditing, program support, and management consulting experience in both the private sector and the governmental environment, including serving the Federal Aviation Administration, the Federal Highway Administration, the Department of Homeland Security, the District of Columbia Government, the Securities and Exchange Commission, the Department of State, the Social Security Administration, the Department of Veterans Affairs, the Federal Transit Administration, DCMA, and many others. **Ms. Regis has conducted numerous grantee and state agency audit engagements for HUD, the Department of Energy, the National Science Foundation, the Federal Transit Administration, CNCS, the State of Maryland, USDA, the Corporation for National and Community Service, the Department of the Interior, the Department of State, USAID, Bureau of Indian Affairs, the Social Security Administration, the District of Columbia Government, and many others. She has also served as the quality assurance partner on three CARES Act auditing engagements of three states, for the US Department of Labor- Office of Inspector General.**

Edwin K. Kago, CPA, Senior Audit Manager: Mr. Kago is a Senior Audit Manager with Regis & Associates, PC. He has more than twelve years of combined auditing, accounting, and management consulting experience in the Federal and commercial sectors. His experience includes serving in a senior capacity on several healthcare audit engagements, grant audits, contract audits, inventory audits, contractor pre-award accounting system reviews, and many others. He is experienced in the application of Governmental Auditing Standards, AICPA Standards, the CFO Act, Medicare Regulations, OMB Circulars, and internal control guidelines. He also possesses extensive experience in assessing internal controls of governmental organizations and performing SSAE 16 audits of Medicare Administrative Contractors (MACs), and hospitals. His experience also includes conducting Financial Statement Audits of the Centers for Medicare and Medicaid Services, in Accordance with the CFO Act of 1990; and audits/reviews of numerous Medicare providers across the US. He has also served as an audit supervisor on the financial statement audit of the Government of the District of Columbia. **Mr. Kago has conducted Attestation Engagements of US Department of Education grants awarded to the Congressional Black Caucus Foundation and**

the Philadelphia Education Fund. He has also conducted audits of grants provided to hospitals by the Center for Medicare and Medicaid (CMS), such as Meaningful Use Incentive grants. He has also conducted numerous contract audits for the Volpe Center and NASA. **He has also served as an audit manager on three CARES Act auditing engagements of three states, for the US Department of Labor- Office of Inspector General.**

James Danaher, CPA Sr. Audit Manager: Mr. Danaher is a Senior Audit Manager with Regis & Associates, PC. He has conducted numerous incurred cost audits of commercial contractors during his almost 38 years of Employment at the Defense Contract Audit Agency (DCAA). As a manager with Regis & Associates, PC, Mr. Danaher has managed numerous incurred cost submission audits for NASA and the Volpe Center; a contract audit of an airport construction project for the Transportation Security Administration; a forward-pricing rate review of two large proposals, totaling over \$680M for TSA; several price proposal audits for the Department of Veterans Affairs; a large incurred cost submission audit for the FTA; several price proposal audits for the Federal Transit Administration; numerous price proposal and incurred cost audits for DHS; and others. Mr. Danaher recently served as the audit manager on a CAS Disclosure Statement Audit of a large not-for-profit organization with \$2.5B in grants and contracts from USAID. During his employment at DCAA, he served in various audit capacities, including branch manager, detachment audit manager, and chief of technical programs. Mr. Danaher was a DCAA branch manager responsible for many different types of audits at a major division of Lockheed Martin; including incurred cost audits of an LM division with annual government contract value of almost \$2.5 Billion. Mr. Danaher was also appointed special projects branch manager at DCAA, to provide guidance on incurred costs to a DCAA branch office in Sunnyvale, CA and the Los Angeles area. As a DCAA detachment audit manager, he was responsible for the audit efforts of three DCAA field audit offices (FAOs). **He has also served as an audit manager on a CARES Act auditing engagement of a state, for the US Department of Labor- Office of Inspector General.**

Samson Estifanos, CPA, Audit Manager: Mr. Estifanos is a Certified Public Accountant, and Audit Supervisor with over 18 years of accounting, auditing, and financial management experience in supporting governmental organizations, non-for-profit organizations, and commercial sector clients. He has in-depth technical skills in the audits of governmental organizations; including audits and financial management of Federal and State government programs, activities, and functions. His vast experience includes audits of numerous Federal government grantees, incurred cost submission audits of contractors, and indirect cost rate reviews of not-for-profit organizations. He is also experienced in performance auditing, audit readiness, annual budget preparation, financial compliance, internal control assessments of organizations, and managing client relationships. He has performed numerous financial statements audits in accordance with Generally Accepted Auditing Standard (GAAS) and Generally

Accepted Government Auditing Standard (GAGAS). Mr. Estifanos has demonstrated technical skills in Public Housing Authority (PHA) audits, including the Rental Assistance Demonstration (RAD Component Units and Conversion) program. He possesses a strong technical understanding of the provisions of GAAP, GAAS, GAGAS, IFRS, Federal Acquisition Regulation (FAR), 2 CFR 200, and AICPA Guidelines. Mr. Estifanos has also worked as the Chief Financial Officer of the Zebra Group of Companies, a large multinational company with offices on three continents. He has an excellent knowledge of financial statements analysis and interpretation. **He has also served as the concurring quality assurance manager on three CARES Act auditing engagements of three states, for the US Department of Labor- Office of Inspector General.**

Jatana Coleman, CPA, Audit Manager Manager-QA: Ms. Coleman has over twelve years of auditing and accounting experience. She provides financial statement and compliance audit guidance for governmental entities such as states, large cities and counties, public utilities, transportation agencies and retirement systems, in accordance accounting principles generally accepted in the United States of America (GAAP); Generally Accepted Auditing Standards (GAAS); the Governmental Accounting Standards Board (GASB); Generally Accepted Governmental Auditing Standards (GAGAS); and the Office of Management and Budget's (OMB) Uniform Guidance. Ms. Coleman also has experience performing financial statement audits for nonprofit and higher education organizations, and various other private entities. In addition to her audit experience, Ms. Coleman has also performed internal control evaluations, including conducting risk assessments; and testing and reporting on any internal control findings, weaknesses, and recommendations. She also possesses over seven years of Big Four firm experience; and has served as an internal and external CPE instructor, providing continuing audit and accounting training to various levels of audit professionals and clients. **She has also served as an audit manager on two CARES Act auditing engagements of two states, for the US Department of Labor- Office of Inspector General.**

Adrian Torres, Audit Supervisor: Ms. Torres has twenty years of progressively complex accounting and auditing experience. She has independently performed full life cycle incurred cost submission audits of small, mid-sized, and large organizations, in accordance with GAGAS, the FAR, and OMB requirements; as well as developed detailed non-routine audit plans. She has led audit teams and provided technical guidance, as well as coaching and mentoring to junior auditors, through individualized professional development plans. Her experience includes serving as an audit supervisor on numerous DCAA-Type audits. She has also worked as a cost accounting and compliance manager for several medium and large government contractors over many years. In addition, she has supervised OMB Circular A-123 audits, forward pricing rate audits, accounting systems audits and reviews, a performance audit for the FCC-OIG, and other engagements. She is intricately familiar with AICPA Attestation

Standards, GAGAS, the Federal Acquisition Regulation, the DCAA CAM, and the provisions of various OMB Cost Principles. **She has also served as an audit supervisor on a CARES Act auditing engagement of a state, for the US Department of Labor- Office of Inspector General.**

Alice Onwona, Audit Supervisor: Ms. Onwona has over eight years of auditing and accounting experience. She possesses a wealth of experience in conducting audits of state and local governments, having served as a supervisor on the financial statement audits of several components of the Government of the District of Columbia. Alice is also experienced in the audit of financial institutions, having audited and provided consulting services to numerous large financial institutions. She is experienced in conducting incurred cost submission audits, having supervised ICS audits with an ADV of over 3.6M. She is experienced in the application of the FAR, CAS, the DCAA CAM, AICPA Attestation Standards, and GASB pronouncements. Alice is experienced in the application of accounting principles generally accepted in the United States of America (GAAP); Generally Accepted Auditing Standards (GAAS); Generally Accepted Government Auditing Standards (GAGAS); GASB Pronouncements; AICPA Pronouncements; International Standards of Auditing (ISA); International Financial Reporting Standards (IFRS); and the International Public Sector Accounting Standards (IPSAS). She is also experienced in the application of the Federal Acquisition Regulation and the audits of government contractors. **She has also served as an audit supervisor on a CARES Act auditing engagement of a state, for the US Department of Labor- Office of Inspector General.**

Section 3-B-1 – Professional Skills Classification Crosswalk

Section 4.2.4 states: Each Bidder shall segment its professional skill classifications into the above-noted categories. If the title differs in the Bidder's organization, that title should be listed in parenthesis after the particular category. It is not necessary for a Bidder's firm to possess all categories of professional skill classifications. Below, we have presented a crosswalk from our GSA Schedule labor categories (GS-00F-184CA), to the State of New Jersey's labor categories identified in the solicitation.

LINE #	State of New Jersey Staff Classifications	Regis & Associates, PC GSA Schedule Labor Categories
1	Partner/Principal/Director	Partner (Audit)
2	Program Manager	Senior Manager
3	Project Manager	Manager
4	Supervisory/Senior Consultant	Supervisor/Senior
5	Consultant	Senior Auditor
6	Associate/Staff	Staff Auditor
7	Subject Matter Expert	Senior Functional Expert
8	Administrative Support	Accounting Technician

Section 3-C – Past Performance References

Below, we have presented some of our recent past performance experience as required by the solicitation.

Name of Contracting Activity	US Dept. of Labor - Office of Inspector General	Description of Services	Agreed-upon Procedures Audits of Implementation of the Unemployment Insurance Provisions of the CARES Act in three States
Contract Type	Fixed Unit Price	Contract Number	BPA 1604DC-20-A-0006 -Order # 1604DC-20-F-00036 -Order # 1604DC-20-F-00026
Name & Number of Key Personnel/ Manager	[REDACTED]	Contract Value:	\$ 42,864.00 \$103,369.00
Administrative CO	Audit Manager, CPA, CIA, CGAP, MAc 61 Forsyth St. Suite 6T20 Atlanta, Ga. 30303 N.J.S.A. 47:1A-1, N.J.S.A. 1A-1.1 Pers [REDACTED] ing information	Period of Performance:	7/20/2020 to 11/30/2020; and 8/18/2020 to 12/14/2020
Government COR/COTR:	Audit Manager Office of Inspector General, Office of Audit US Department of Labor 61 Forsyth St. SW, Room 6-T-20 [REDACTED]		

The US Department of Labor's (DOL) Employment and Training Administration (ETA) has the responsibility for administration and oversight of the Unemployment Insurance Program (UI), which was created by the Social Security Act of 1935. This responsibility

is executed through the Office of Unemployment Insurance (OUI). The advent of COVID-19 has expanded the scope and volume of operations of ETA and state unemployment organizations. The CARES Act (P.L. 116-136) was signed into law on March 27, 2020; and provides for expansions to the Department's UI program, at an estimated cost of nearly \$260 billion. The CARES Act added three new expansion initiatives to existing unemployment insurance coverage, as identified below:

- The new Pandemic Unemployment Assistance (PUA) Program - extends unemployment benefits to the self-employed, independent contractors, those with limited work history, and other individuals not traditionally eligible for unemployment benefits; who are unable to work as a direct result of the COVID-19 public health emergency.
- The Pandemic Emergency Unemployment Compensation (PEUC) Program - provides an additional 13 weeks of unemployment compensation to individuals, who have exhausted their regular unemployment benefits.
- The Federal Pandemic Unemployment Compensation (FPUC) Program provides a supplemental payment of \$600 per week to the unemployed, until the last week ending July 31, 2020.

In early-stage audit work conducted by the U.S. Department of Labor (DOL), Office of Inspector General (DOL-OIG) on the Unemployment Insurance (UI) Program's expansion under the CARES Act, several kinds of financial and program risks were noted. Some of these risks, which have been deemed to be high, are directly related to the self-certification of eligibility, by recipients of program benefits. The DOL-OIG has noted that the associated risk of improper payments and fraud in the UI program is significant; because it has historically experienced some of the highest improper payment rates. Program risks are also deemed to be high, because of the nature and quality of supporting documentation required and submitted to substantiate eligibility for unemployment benefits.

The DOL-OIG, Office of Audit (OA) recently engaged Regis & Associates, PC to conduct Agreed-upon-Procedures audits of the PUA, PEUC, and FPUC Programs; as implemented by the states of Texas, North Carolina, and Georgia. The scope of these engagements included compiling and assessing data related to each state's implementation of the unemployment insurance (UI) provisions of the CARES Act. Regis conducted assessments in the primary functional areas of the: Status of the States Implementation of the UI Provisions of the CARES Act, State Preparedness, Initial Eligibility Determination, Continued Eligibility Determination, Improper Payment Detection and Recovery, and States' Compliance with the ETA Oversight Requirements.

These engagements were conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants, Generally

Accepted Government Auditing Standards, and the provisions of the CARES Act. The scope of these engagements covered CARES Act-related unemployment benefits for the period March 27, 2020 through July 31, 2020. Each engagement resulted in the issuance of an agreed-upon procedures report, identifying noted findings, resulting from our audit procedures. The results of these three engagements were used to assess UI program risk in each of the three states' unemployment insurance programs; and to determine which states would receive more expansive audit examination, based on noted risks. Each report was used by the DOL-OIG to prepare a comprehensive assessment and report to Congress, on the status of the implementation of the provisions of the CARES Act, by state unemployment agencies, nationwide.

Government Agency	National Aeronautics and Space Administration	Project Title	Incurred Cost Submission Audits and Accounting Systems Reviews of Various NASA Contractors
Contract Type	Fixed Unit Price	Contract Number	NNX17MA17B
Key Personnel	Edwin Kago, CPA James Danaher, CPA Samson Estifanos, CPA Peter R. Regis, CPA Gwendolyn J. Regis, CPA	Contract Value:	BPA \$100,000,000.00 (43) Task Orders Awarded. \$4,181,244.00 (with staggered award dates)
Administrative CO	██████████ Procurement Analyst NASA Lead Agency ACO NASA HQ, Office of Procurement ██████████ Cell ██████████ ██████████ ██████████	Period of Performance	October 2017 to Present (with staggered award dates and report due dates, based on task order award dates)
Government COR/COTR:	██████████ Policy, Training, and Pricing Division NASA HQ Office of Procurement 300 E Street, SW Washington, DC 20546 ██████████ ██████████	Role of Prime or Sub-contractor	Prime Contractor
	██████████ ██████████ ██████████	Current Status	Ongoing

Regis & Associates, PC was recently engaged by the National Aeronautics and Space Administration (NASA) to conduct Incurred Cost Submission (ICS) Proposal Audits of fifteen NASA contractors. The objectives of these audits were designed to determine whether all costs proposed by the individual contractors, to establish final indirect cost rates, were allowable, in accordance with the cost principles of the FAR and its supplements, applicable to the contracts to which the final indirect cost rates will apply;

and that the ICS proposals did not include any costs, which are expressly unallowable under applicable cost principles of the FAR or its supplements. We conducted these ICS examinations in accordance with AICPA Attestation Standards; and standards applicable to attestation engagements, contained in *Government Auditing Standards*. We examined the incurred cost proposals, using the applicable requirements contained in the FAR; Cost Accounting Standards, as applicable; NASA FAR Supplement; and Applicable NASA contract terms and conditions. The scope of the audits included assessing the adequacy of the incurred cost submissions submitted by the contractor; conducting planning, fieldwork, and reporting, relative to the contractor's compliance with government regulations; determining the allowability of cost incurred; and auditing the indirect rates proposed by the contractor. Where applicable, we utilized certain technical guidance contained in the DCAA Contract Audit Manual (CAM), and Defense FAR Supplement (DFARS). Each audit resulted in the issuance of a comprehensive report(s), identifying cost and indirect rates proposed by the contractor; any adjustments that we proposed, based on our audit testing; auditor determined direct cost and indirect rates; and questioned cost. The audit reports also identified the basis for any questioned cost, based on the provisions of the FAR; and any non-compliance with contract terms and conditions. Below, is a profile of each of the incurred cost submission proposals audited:

Task Order No.	ADV	No. of Indirect Cost Pools	No. of Years Audited	Corporate/ HO Allocation s	Location of Auditee	Award Price	Task Order No.	ADV	No. of Indirect Cost Pools	No. of Years Audited	Corporate/ HO Allocation s	Location of Auditee	Award Price
1	\$31,793,203	N/A	1	No	Beltsville, MD	\$ 16,093	88	\$ 54,308,937	4	2	No	AK	\$ 45,109
2	\$ 68,003,701	5	2	No	Burlingame, CA	\$ 52,580	90	\$ 13,331,397	4	2	No	CA	\$ 38,217
3	\$ 154,011	8	4	No	Lanham, MD	\$ 122,761	94	\$ 123,663,476	9	3	No	TX	\$ 61,960
20	\$346,708,226	10	5	No	Lanham, MD	\$ 97,091	95	\$ 925,881	6	2	No	VA	\$ 23,594
21	\$154,091,277	5	3	No	Houston, TX	\$ 60,056	97	\$ 87,973,054	7	1	No	MD	\$ 47,992
22	\$ 44,773,791	4	4	Yes	Arlington, VA	\$ 57,268	98	\$ 162,101,512	2	7	No	FL	\$ 63,176
24	\$265,874,583	11	6	No	Colombia, MD	\$ 99,775	100	\$ 40,751,686	7	3	No	OH	\$ 47,689
28	\$ 30,001,611	3	5	No	Houston, TX	\$ 52,025	101	\$ 52,935,367	5	6	No	AL	\$ 52,758
29	\$988,508,480	16	8 x4	Yes	Houston, TX	\$ 225,307	103	\$ 21,498,290	7	1	No	MD	\$ 33,189
32	\$ 17,243,749	4	2	No	Merritt Island, FL	\$ 31,575	104	\$ 19,720,172	4	1	Yes	TX	\$ 74,718
33	\$ 47,437,660	4	7	No	Albuquerque, NM	\$ 81,598	106	\$ 7,363,453	3	1	No	TX	\$ 32,895
35	\$262,427,424	7	3	Yes	Houston, TX	\$ 76,447	111	\$ 18,016,361	4	1	No	TX	\$ 37,662
38	\$ 11,366,215	2	4	Yes	Plymouth, MI	\$ 55,743	115	\$ 3,126,092	11	3	Yes	AK	\$ 37,307
39	\$ 17,842,049	4	1	No	Beltsville, MD	\$ 26,387	117	\$ 82,784,889	5	3	No	OH	\$ 49,324
58	\$ 34,494,502	3	1	No	Cleveland, OH	\$ 68,017	118	\$ 15,572,510	6	1	Yes	VA	\$ 33,857
59	\$ 17,128,589	2	4	No	Cleveland, OH	\$ 54,242	120	\$ 3,270,583,133	Various	Various	Yes	MD	\$1,763,588
66	\$ 68,140,611	4	3	No	Webster, TX	\$ 57,337	141	\$ 33,930,678	4	2	Yes	FL	\$ 47,837
75	\$ 4,479,497	3	1	No	MD	\$ 22,158	150	\$ 19,223,917	4	2	No	MD	\$ 56,158
75	\$ 3,000,000	3	1	No	OH	\$ 22,000	153	\$ 11,266,744	2	1	No	TX	\$ 53,809
84	\$ 18,594,133	6	2	No	TX	\$ 40,389	155	\$ 9,978,474	5	3	No	CA	\$ 58,024
86	\$ 6,586,406	2	4	No	OH	\$ 35,850	159	\$ 143,314,620	12	2	No	NV	\$ 107,398
87	\$194,460,636	9	6	No	VA	\$ 63,284							
						\$ 1,417,983							\$2,766,261
Grand Total													\$4,184,244

Contract Name	Quarterly Inventory Audits and Risk Assessments of Various District of Columbia Government Operations		Agency Name	District of Columbia Office of Finance and Treasury
Contract Type	Fixed Price		Contract Number	DC OCFO Purchase Order # PO0537347 DC OCFO-EBT/Gift Card PO # P0551626
Role	Prime Contractor		Contract Value	\$438,282.74 and \$225,043.24 (2 contracts)
Location	The District of Columbia		Start Date to End Date	02/23/2016 to 2/22/2021 10/01/2016 to 9/30/2021
POC	Name	Phone	Email	
	Management and Program Analyst Government of the District of Columbia, Office of Finance and Treasury 1101 4th Street, SW, Suite 850 West Washington, DC 20024	Office: [REDACTED] Cell: [REDACTED] Fax: [REDACTED]	[REDACTED]	

Regis & Associates, PC (Regis) conducts quarterly audits of inventory stocks, which include cash at 11 District of Columbia Office of Finance and Treasury (OFT) Cashiering Locations; inventory of gift cards stored within OFT and Department of Human Services (DHS) agency sites; and inventory of card stock stored at two District-contracted Electronic Benefits Transfer (EBT) customer service distribution centers. These engagements include physical verification of inventory items against books and records; testing and assessment of related internal controls; testing of compliance with certain provisions of laws and regulations; and preparing audit reports for each location. They are conducted in accordance with Generally Accepted Government Auditing Standards, AICPA Guidelines, and applicable District of Columbia Government regulations.

Under this engagement, Regis is tasked with providing quarterly reports for each location; and at the end of each quarter, providing a quarterly summary of the findings for the quarter then ended. The summary is presented to senior OFT's management, as part of the quarter-end exit conference. The quarter-end summary contains a description of the condition; the affected audit area (for example cashiers' banks, check destruction, etc.); the risk; the risk rating, and; the recommendations for mitigating the findings and exceptions identified for each location. The findings in each audit report detail the conditions encountered, the criteria used to measure the condition, the cause of the condition, the effect, and the proposed recommendation.

The results of these ongoing audits are analyzed as part of our assessment of which areas are more susceptible to risks, based on the test procedures performed. These quarterly risk assessments are provided to OFT's management, using various means. This includes graphical presentations of the results, by area, and for the respective quarter. The graphic presentations also identify comparative data for previous quarters,

and illustrate trend patterns that identify whether certain functional aspects of a site have experienced improvement (lesser findings), or deterioration (more findings), in a particular quarter. Where our quarterly analysis shows that an area has experienced material deterioration, that area is considered high risk; and thus, susceptible to controls override. In such instances, Regis provides OFT's management with recommendations that are designed to remediate the issues that have resulted in a high-risk determination.

Our quarterly risk analysis reports to OFT present the risk(s) associated with each finding identified. These risks typically include: operational risk, compliance risk, and financial risk, among others. Each risk details to OFT's management, what could go wrong if the condition(s) is(are) not addressed. In determining what could go wrong, Regis takes into consideration what the inherent risk(s), detection risk(s), and control risk(s) are, that relate to the condition. Recommendations made to OFT's management are designed to ensure that all risks identified are accompanied by a remediation recommendation. Specific controls and OFT policy updates are recommended, with an emphasis on best practice.

Name of Contracting Activity	US Dept. of Transportation, Federal Transit Administration	Description of Services	Incurred Cost Submission audit of Kimley-Horn, Inc. (engineering contractor) for 2012, 2013, and 2014.
Contract Type	Fixed Unit Price	Contract Number	DTFT60-12-A00005/Call Order No.2 DTFT6017A00010/Call Order DTFT6017F00072
Name & Number of Key Personnel/ Manager	Mr. James Danaher, CPA Mr. Peter R. Regis, CPA Tel: 202-296-7101	Contract Value:	Order No.2, \$72,009.36 Order DTFT6017F00072 - \$84,724.50
Administrative CO	[REDACTED] Team Lead/CO [REDACTED] [REDACTED]	Period of Performance	7/7/2015 to 10/8/2015 September 22, 2017 to March 31, 2018
Government COR/COTR:	[REDACTED]		

Incurred Cost Submission Audits of Kimley-Horn & Associates, Inc. (engineering contractor) for 2012, 2013, and 2014: Regis & Associates, PC was recently engaged by the Federal Transit Administration (FTA) to conduct three years (2012, 2013, and 2014) of incurred cost submission audits of Kimley-Horn & Associates, Inc., a contractor with the Federal Transit Administration. Each year's incurred cost submission included cost of, approximately, \$120M. In the previous year, we also conducted the incurred cost submission audits of the company for the years 2009, 2010, and 2011; under a separate task order. These audits were conducted in accordance with GAGAS, Federal Acquisition Regulation, the DCAA Contract Audit Manual (CAM), AICPA Examination Standards, and Defense FAR Supplement (DEFARS). The audit resulted in the issuance of a comprehensive report, identifying cost and indirect rates proposed by the contractor; any adjustments that we proposed, based on our audit testing; auditor

determined direct cost and indirect rates; and questioned cost. The audit report also identified the basis for any questioned cost, based on the provisions of the FAR; and any non-compliance with contract terms and conditions.

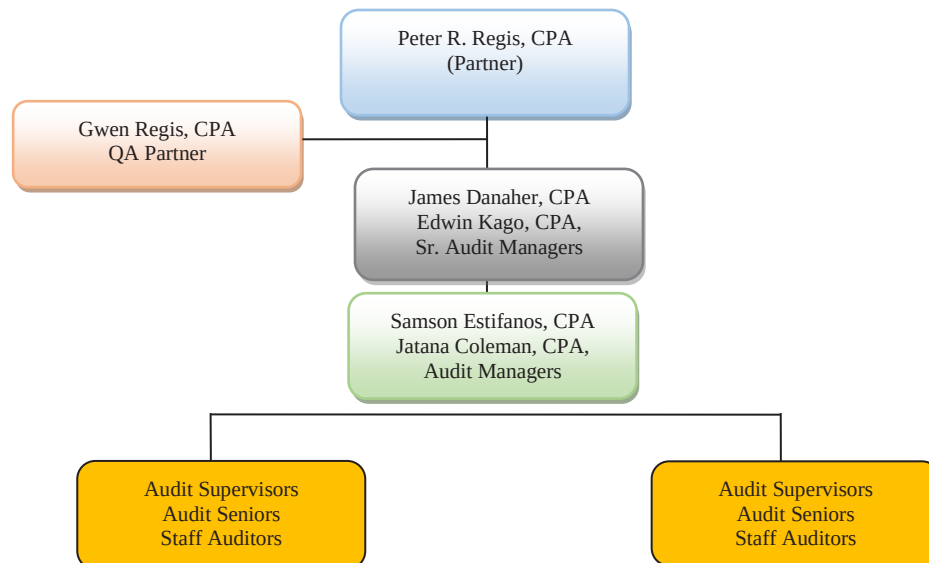
Contract Name	• Audit of Universal Service Fund Lifeline Beneficiary	Agency/Company Name	• Federal Communications Commission, Office of Inspector General
Contract Type	Fixed Unit Price	Contract Number	CONTRACT NO.: 140D0418F0367
Role	Prime Contractor	Award Value: Final Price:	\$160,818.09 \$160,818.09
Location	Washington, DC	Award Date Completion Date	August 8, 2018, to September, 2020
POC:	Name:	Phone:	Email
COTR:	CPA, CIA Director, USF High Cost Program Audits FCC, Office of Inspector General	Tel: [REDACTED] [REDACTED] Deputy Assistant IG for Audit	[REDACTED] [REDACTED] [REDACTED]

Audit of Universal Service Fund Lifeline Beneficiary: Regis & Associates, PC is currently engaged by the Federal Communications Commission, Office of Inspector General (OIG), to conduct a performance audit of an Eligible Telecommunications Carrier (ETC) operating under the Universal Service Fund (USF) Lifeline Program, administered by USAC. The audit is being conducted in accordance with Generally Accepted Auditing Standards, AICPA Guidelines, and FCC regulations. The scope of the audit includes assessing the ETC's compliance with Lifeline Program guidelines, the provisions of Title 47 of the Code of Federal Regulations, 47 C.F.R. § 54.400-423 and related USF rules and orders; and evaluating its internal controls over compliance with the governing legal and regulatory framework. This performance audit includes examination of the ETC's submitted FCC Form 497 "Lifeline Worksheet" and Lifeline claim filings for the period spanning June 2017 through March 2018 (the time covering the transition from the FCC Form 497, to the Lifeline Claims System). The objectives of the audit are to determine whether the information in those forms and filings have been fairly stated in conformity with all applicable criteria; and to communicate the results of the audit in the form of a performance audit report, presenting the findings, conclusions, and recommendations to the FCC OIG. This audit is currently in the reporting phase, and several notifications of findings have been submitted to the FCC OIG for review and comment. Additionally, we have prepared the initial draft performance audit report, which will be submitted to the FCC OIG in the next two weeks.

This engagement is relevant to this CARES Act requirement because it is being conducted in accordance with GAGAS performance auditing standards, AICPA Guidelines, and the provisions of 2 CFR 200.

Section 3-D – Organization Chart

As required by the solicitation, below we have presented our project organization chart.



Section 3-E – Experience on Similar Contracts

Section 4.2.6 states: The Bidder should provide a comprehensive listing of similar contracts that it has successfully completed, as evidence of the Bidder's ability to successfully complete the services required by this RFQ and the Engagement for which the Bidder submits a Quote. The Bidder should emphasize previously held contracts in which they engaged in the oversight/monitoring of programs of a similar size administered by a federal agency.

Below, we have detailed some of our relevant experience. These projects are similar to the services desired under the solicitation, because they require the application of Generally Accepted Government Auditing Standards, AICPA Guidelines, OMB 2 CFR 200, and the ability to assess internal controls, compliance with laws and regulations, and performance auditing.

Agreed-upon Procedures Audits of the Implementation of the Unemployment Insurance Provisions of the CARES Act in three States: The US Department of Labor's (DOL) Employment and Training Administration (ETA) has the responsibility for administration and oversight of the Unemployment Insurance Program (UI), which was created by the Social Security Act of 1935. This responsibility is executed through the Office of Unemployment Insurance (OUI). The advent of COVID-19 has expanded the

scope and volume of operations of ETA and state unemployment organizations. The CARES Act (P.L. 116-136) was signed into law on March 27, 2020; and provides for expansions to the Department's UI program, at an estimated cost of nearly \$260 billion. The CARES Act added three new expansion initiatives to existing unemployment insurance coverage, as identified below:

- The new Pandemic Unemployment Assistance (PUA) Program - extends unemployment benefits to the self-employed, independent contractors, those with limited work history, and other individuals not traditionally eligible for unemployment benefits; who are unable to work as a direct result of the COVID-19 public health emergency.
- The Pandemic Emergency Unemployment Compensation (PEUC) Program - provides an additional 13 weeks of unemployment compensation to individuals, who have exhausted their regular unemployment benefits.
- The Federal Pandemic Unemployment Compensation (FPUC) Program provides a supplemental payment of \$600 per week to the unemployed, until the last week ending July 31, 2020.

In early-stage audit work conducted by the U.S. Department of Labor (DOL), Office of Inspector General (DOL-OIG) on the Unemployment Insurance (UI) Program's expansion under the CARES Act, several kinds of financial and program risks were noted. Some of these risks, which have been deemed to be high, are directly related to the self-certification of eligibility, by recipients of program benefits. The DOL-OIG has noted that the associated risk of improper payments and fraud in the UI program is significant; because it has historically experienced some of the highest improper payment rates. Program risks are also deemed to be high, because of the nature and quality of supporting documentation required and submitted to substantiate eligibility for unemployment benefits.

The DOL-OIG, Office of Audit (OA) recently engaged Regis & Associates, PC to conduct Agreed-upon-Procedures audits of the PUA, PEUC, and FPUC Programs; as implemented by the states of Texas, North Carolina, and Georgia. The scope of these engagements included compiling and assessing data related to each state's implementation of the unemployment insurance (UI) provisions of the CARES Act. Regis conducted assessments in the primary functional areas of the: Status of the States Implementation of the UI Provisions of the CARES Act, State Preparedness, Initial Eligibility Determination, Continued Eligibility Determination, Improper Payment Detection and Recovery, and States' Compliance with the ETA Oversight Requirements.

These engagements were conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants, Generally Accepted Government Auditing Standards, and the provisions of the CARES Act. The

scope of these engagements covered CARES Act-related unemployment benefits for the period March 27, 2020 through July 31, 2020. Each engagement resulted in the issuance of an agreed-upon procedures report, identifying noted findings, resulting from our audit procedures. The results of these three engagements were used to assess UI program risk in each of the three states' unemployment insurance programs; and to determine which states would receive more expansive audit examination, based on noted risks. Each report was used by the DOL-OIG to prepare a comprehensive assessment and report to Congress, on the status of the implementation of the provisions of the CARES Act, by state unemployment agencies, nationwide.

Recovery Act Procurement Audits for the US Department of Agriculture, Office of Inspector General: The American Recovery and Reinvestment Act (the Recovery Act) provided US Department of Agriculture (USDA) with \$28B for economic stimulus and oversight funds. The Recovery Act provided for unprecedented levels of transparency and accountability so that taxpayers would be able to know how, when, and where tax dollars were being spent. Spearheaded by a new Recovery Board, the Recovery Act contained built-in measures to root out waste, inefficiency, and unnecessary spending.

Under a long-term contract with the US Department of Agriculture, Office of Inspector General (USDA-OIG), Regis & Associates, PC assisted the USDA-OIG in ensuring that USDA contract procurement activities for the Recovery Act were properly performed in accordance with Federal Acquisition Regulations (FAR), OMB guidance, and the Recovery Act's requirements. The primary objectives of the audits were to ensure that:

- Recovery funds were awarded and distributed in a prompt, fair, and reasonable manner;
- The recipients and uses of all recovery funds were transparent to the public; and that the public benefits of these funds were reported clearly, accurately, and in a timely manner;
- Recovery funds were used for authorized purposes and every step was taken to prevent instances of fraud, waste, error, and abuse;
- Projects funded under the recovery legislation avoid unnecessary delays and cost overruns; and,
- Programs met specific goals and targets, and contributed to improved performance on broad economic indicators.

Other objectives included:

- Identifying, obtaining, and reviewing the policies and procedures relevant to the contract/program objectives/the Recovery Act objectives;
- Determining whether the contracting process was performed in accordance with the FAR;
- Determining whether the award process was performed in accordance with applicable USDA and the Recovery Act regulations;

- Determining whether the agency followed relevant USDA and the Recovery Act procedures;
- Determining whether contractors provided the services/products in accordance with the contracts' terms;
- Determining whether contract deliverables were provided in accordance with the contractual timeframes; and
- Determining whether contracts were being recorded properly in the relevant agency accounting systems and on www.recovery.gov.

These audits were being performed in accordance with auditing standards, requirements set forth in the Recovery Act, and OMB Memorandum M-09-10, *Initial Implementing Guidance for the American Recovery and Reinvestment Act of 2009*, OMB Memorandum M-09-15, *Updated Implementing Guidance for the American Recovery and Reinvestment Act of 2009*, and any subsequent guidance issued by OMB.

Bureau of Indian Affairs - Construction Grant Audits Under the Recovery Act: The American Recovery and Reinvestment Act (Recovery Act) provides for unprecedented levels of transparency and accountability; and contains built-in measures to root out waste, inefficiency, and unnecessary spending. Under its provisions, Federal agencies are to ensure that:

- Recovery Act funds are awarded and distributed in a prompt, fair, and reasonable manner;
- The recipients and uses of all Recovery Act funds are transparent to the public; and that the public benefits of these funds are reported clearly, accurately, and in a timely manner;
- Recovery Act funds are used for authorized purposes; and every step is taken to prevent instances of fraud, waste, error, and abuse;
- Projects funded under Recovery Act legislation avoid unnecessary delays and cost overruns; and,
- Programs meet specific goals and targets, and contribute to improved performance on broad economic indicators.

Regis & Associates, PC was recently engaged by the Bureau of Indian Affairs to conduct Recovery Act Construction Contract Audits and Project Management Support Services of facilities/construction projects funded by the American Recovery and Reinvestment Act (ARRA). These audits were conducted on projects that were in various phases of development; including planning, design, construction, or post-construction. These compliance audits were conducted at various tribal or tribal organization (school board) locations or construction sites throughout the United States.

They included deferred maintenance backlog work items, facility improvement and repair projects, replacement school projects, and detention facilities projects.

Each audit resulted in the issuance of a report/opinion as to whether the contractors or grantees receiving Recovery Act funds and undertaking construction projects had implemented sound recordkeeping systems and had met specific requirements contained in the Terms and Conditions of the contract or Grant, in addition to the Recovery Act's requirements. These audits were conducted in accordance with *Government Auditing Standards*, AICPA Guidelines, requirements set forth in the Recovery Act, and OMB Memorandum M-09-10, *Initial Implementing Guidance for the American Recovery and Reinvestment Act of 2009*; OMB Memorandum M-09-15, *Updated Implementing Guidance for the American Recovery and Reinvestment Act of 2009*; and subsequent guidance issued by OMB.

Department of Energy – Weatherization Assistance Program Audits, Under the Recovery Act: Regis & Associates, PC served on an engagement with the Department of Energy, Office of Inspector General, to perform several agreed-upon procedures audits (with significant performance audit components). These audits were related to American Recovery and Reinvestment Act of 2009 (Recovery Act) funds awarded to States and US Territories. The objectives of these audits were to assess recipients' accounting for, and use of, Weatherization Assistance Program funds and State Energy Program funds provided by the Recovery Act. These audits also sought to establish whether the performance aspects of the Weatherization Program were met. The audits were conducted in accordance with applicable *Generally Accepted Government Auditing Standards (GAGAS)*, applicable sections of the OIG's Audit Manual, and the Inspector General Act of 1978. Criteria for the audits included the: Recovery and Reinvestment Act of 2009; Energy Policy Act of 2005; Energy Independence and Security Act of 2007; Weatherization Program Notices and State Energy Program Guidance, issued by the Office of Energy Efficiency and Renewable Energy's Office of Weatherization and Intergovernmental Programs; and the terms of the sub-grant. Other governing pronouncements included OMB Circular A-87, *Cost Principles for State, Local, and Indian Tribal Governments*; and OMB Circular A-122, *Cost Principles for Non-Profit Organization*; as well as the terms of the sub-grant and applicable Program criteria. Each engagement was, approximately, 780 hours.

Federal Transit Administration - Financial Management Oversight (FMO) Reviews: Regis & Associates, PC was engaged by the FTA to perform reviews of selected grantees' financial management systems. The scope of the Financial Management Oversight (FMO) reviews included: obtaining an understanding of the grantee's financial management system; testing and evaluating the design and operating effectiveness of the system; and performing other procedures necessary to determine compliance with criteria established by the FTA for its grantees' financial management systems. These criteria are based on 49 CFR Part 18 "*Uniform Administrative Requirements for Grants*

and Cooperative Agreements to State and Local Governments," Section 18.20, "Standards for Financial Management Systems," also referred to as the "Common Rule," and include specific control requirements for: Financial Accounting and Reporting; Accounting Records and Reconciliations; Internal Controls Over Grant Cash and Grant-Funded Fixed Assets; Budget Controls; Allowable Costs (under OMB Circular A-87); Source Documentation; Cash Management; Grants Administration and Management; and Project Change Accounting. The FMO reviews were performed in accordance with AICPA attestation engagement standards, using the FTA's "*Financial Management Oversight Contractors' Guide for Conducting Financial Management Systems Reviews*." Regis & Associates, PC also performed follow-up FMO reviews of Federal grantees, to ensure that the recommendations resulting from the initial full-scope FMO review had been implemented and was working properly.

Under this contract, we also performed numerous financial capacity assessments of Federal grantees that undertake major capital investment projects. These reviews were performed, following the FTA's "Financial Management Oversight Contractors' Guide for Conducting Financial Capacity Assessments," and were designed to assist the FTA in evaluating the overall financial capacity of the grantees to perform, as agreed per the Terms and Conditions of their Grant Agreement obligations, regarding major construction programs; and the future operations and maintenance of newly constructed assets. These financial capacity assessments analyzed the grantees' ability to construct, operate, and maintain the constructed transit systems for a 20-year period, according to the terms, conditions, budgets, schedules, and commitments, in the Terms and Conditions of their Grant Agreement; or in some cases, the proposed Recovery Plan. In performing the financial capacity assessments, we conducted a significant level of analysis of financial forecasts and projections, to analyze the grantees' plans to mitigate any risks associated with: (1) provision of the required local share (non-Federal funding); (2) the ability to complete the major capital investment project on schedule, in the event of delayed or reduced Congressional appropriations, unanticipated conditions or budget increases; and (3) the ability to operate and maintain the existing transit system, as well as the new project.

Corporation for National and Community Service, Office of Inspector General - Audits of Americorps Grantees: The National and Community Service programs include AmeriCorps, Senior Corps, and Learn and Serve America. Pursuant to the authority of the Act, the Corporation awards grants and cooperative agreements to States, nonprofit entities, and tribes and territories, to assist in the creation of full and part-time national and community service programs. Grantees are required to expend funds, only for allowable purposes, and to provide periodic reports to the Corporation, to demonstrate programmatic and financial compliance with the terms of their grant agreements. The Corporation's Office of Inspector General is responsible for ensuring that grantees comply with applicable laws and regulations related to the administration of grant awards. Regis & Associates, PC was recently engaged by the Office of

Inspector General (OIG) to perform full-scope, incurred-cost audits; and seven agreed-upon procedures (AUP) engagements related to Federal assistance funds awarded to various grantees/ sub-grantees. The scope of the audits and AUPs covered financial transactions, compliance, and internal control testing of the awards funded by the Corporation. The objectives of the audits and AUPs were to:

- Determine whether each grantee complied with the terms of its grant agreement,
- Verify whether each grantee's bills were in agreement with the budget and fees stipulated in the grant agreement, and whether they were supported by adequate documentation,
- Verify whether costs billed were allowable and allocable under the terms of the agreement,
- Determine whether adequate internal accounting controls existed in the grantee's current operating environment, to minimize risks to the Corporation,
- Verify any agreements, recommendations, improvements, and resolutions pertaining to any cure letters issued by the Corporation to the grantee during the audit period, and
- Determine and report on any potential risks to the Corporation, based on other completed audits and reviews, including A-133 audits and SAS 70 reviews.

The audits were conducted in accordance with Generally Accepted Auditing Standards and *Government Auditing Standards* (Yellow Book), and resulted in the determination of the allowability of cost and forward-looking recommendations for improving grants management.

Agreed-Upon Procedures Reviews HUD's Single Family Asset Disposition Contractors (M&M): The US Department of Housing and Urban Development (HUD) - Federal Housing Administration, outsources the management, marketing, and sale of its inventory of HUD-owned single family homes, through its management and marketing contractors. These single-family homes were the collateral on loans, previously insured by FHA, that were foreclosed by the respective lenders. Regis & Associates, PC was engaged by HUD, over a four-year period, to conduct compliance and performance reviews of all M&M contractors' activities. The major tasks included under this contract were:

- Development and maintenance of a risk-based targeting module (methodology) for selecting on-site reviews of M&M contractor compliance.
- Performance of monthly manual field compliance reviews in the areas of: Property Maintenance and Repair, Acquisition and Title, Property Appraisals, Stabilization or Abatement of Deteriorated Paint Surfaces, Advertising and Marketing of Real Estate, Subcontractor Management, Contract Negotiations and Preparation of Legal Documents, Oversight of Sales Closings, and Accounting and Reconciliation.

- Hosting and Enhancement of a national web-based, Risk-Based Targeting Model (RBTM).
- Development and Implementation of a strategy for migration from manual field reviews to a web-based review system.

US Department of Housing and Urban Development - Office of the CFO (Samson TA & Associates, PC prime contractor) - Recovery Auditing Services under the Improper Payments Elimination and Recovery Act of 2010: On July 22, 2010, the President signed into law, the Improper Payments Elimination and Recovery Act (IPERA; Pub. L. 111-204). IPERA amended the Improper Payments Information Act of 2002 and directed OMB to issue government-wide guidance on the implementation of IPERA. This guidance is contained in OMB Circular A-123, Appendix C, Requirements for Effective Measurement and Remediation of Improper Payments. As a 49% sub-contractor to another CPA firm, Regis & Associates, PC was engaged by HUD, to design and perform recovery auditing services on contractor payments made from administrative expense appropriations, in accordance with revised OMB Circular No. A-123, Appendix C; and any additional required procedures contained in guidance subsequently issued by OMB.

Services included performing audits of contract payments, to determine whether any improper payments were made to contractors, from eligible HUD payments from administrative expense appropriations. The engagement included collecting and analyzing payment and supporting documentation for selected contractors, developing sampling plans, determining improper payments, reporting results, establishing debts, and performing follow-up actions. In addition to identifying improper payments to contractors; the engagement included analyzing why payment errors occurred, along with recommendations for cost-effective controls that were designed to prevent such improper payments in the future. Related activities included formulating a methodology for performing recovery auditing on HUD contract activity, by developing recovery audit programs and guides designed to identify potential improper payments to contractors; conducting a risk analysis; assisting HUD in the implementation of the provisions of OMB Circular A-123, Appendix C; and providing a document repository for the maintenance of project related reports, work papers, and other data.

Financial Audit of Cost Incurred by Organizations Contracted by the US Government, for Reconstruction Activities in Afghanistan: The Special Inspector General for Afghanistan Reconstruction (SIGAR) oversees several financial audits of costs incurred under US-funded contracts and grants, for reconstruction projects and activities in Afghanistan. Regis & Associates, PC was engaged by SIGAR, to perform two audits of multi-year contracts that were awarded for Afghanistan Reconstruction activities. The primary objectives of these audits were to ensure that the third party contractors were performing, or had performed, in compliance with requirements, terms, and conditions of their respective awards, in a cost effective and efficient way. These

audits were performed in accordance with *Government Auditing Standards*, issued by the Comptroller General of the United States, which also incorporate by reference, the American Institute of Certified Public Accountants' Statements on Auditing Standards. These audits were also conducted under the authority of Section 1229 of the National Defense Authorization Act for Fiscal Year 2008; Federal Acquisition Regulation; the Inspector General Act of 1978, as amended; and other guidelines applicable to awards made by the US Agency for International Development. The objectives of the audits were to assess the contractors' internal controls related to the award; assess compliance with the award requirements and applicable laws and regulations; assess the extent of corrective actions related to prior findings and recommendations; and test and express an opinion on the Fund Accountability Statement.

Operational and Performance Audit of DCMA's Defense Travel Service (DTS): The Defense Contract Management Agency (DCMA) has nearly 10,000 employees, stationed throughout the World. DCMA's organizational structure consists of DCMA Headquarters (DCMA-HQ), DCMA Operations (DCMAO), DCMA Eastern Regional Command (DCMAE), DCMA Central Regional Command (DCMAC), DCMA Western Regional Command (DCMAW), DCMA International (DCMAI), and DCMA Special Programs (DCMAS). DCMA uses the Defense Travel Service (DTS) to perform its travel functions. In fiscal year 2010, DCMA had the largest volume for voucher processing; and ranked 3rd in the number of active user profiles, with 11,327 users. In fiscal year 2010, DCMA processed 38,531 vouchers; and if authorizations were included, that number would be at least double. DCMA recently engaged Regis & Associates, PC to perform a performance and operational audit of DTS. The objectives of the audit were to:

- Assess whether DCMA's policies and procedures related to travel management, were adequate and in compliance with applicable laws and regulations;
- Determine whether individuals followed policies and procedures in using DTS to the maximum extent possible; submitted reimbursable receipts; and provided clear concise written justifications, when required;
- Verify whether individuals were aligned or assigned the proper departmental coding within DTS, so that their organization did not spend funds from another department/organization;
- Determine whether DTS' authorization/orders and approvals were completed during the month of travel, or not more than four weeks before travel commenced; and whether they were approved at the appropriate level;
- Determine whether the authorizing official had the proper access, permissions, and training to approve the travel expenses; and whether that official reviewed required receipts, before the traveler was reimbursed;
- Determine whether premium-class travel was utilized; and if so, whether authorizations were in accordance with federal regulations;
- Assess whether per diem was, inappropriately, authorized when leave was used in conjunction with TDY; and

- Assess whether individuals used contract city-pair airline fares for any portion of a route traveled for personal convenience.

This performance and operational audit was conducted in accordance with Government Auditing Standards (GAS) (GAO Yellow Book), dated July 2007 chapters 1, 2, 3, 7, and 8 for Performance Audits; GAO/AIMD-00-21.3.1, Standards for Internal Control in the Federal Government (Green Book); GAO-01-1008G, Internal Control Management and Evaluation Tool; DoD travel regulations; and other governing regulations. The audit resulted in the issuance of several forward-looking recommendations for the improvement of DTS. This engagement was, approximately, 2,600 hours.

Agreed-upon Procedures and Compliance Audits of HUD's Mark-to-Market Program: The Multifamily Assisted Housing Reform and Affordability Act of 1997 (MAHRA) sets forth a process for restructuring multifamily properties, insured or held by the Federal Housing Administration (FHA), and receiving rental subsidy assistance under the Department of Housing and Urban Development's Section 8 Program. This is known as the Mark-to-Market Program and is administered by Participating Administrative entities (PAEs). The major objective of the restructuring process is to preserve the affordable housing stock, by maintaining the long-term physical and financial integrity of privately owned, HUD subsidized, rental housing insured by FHA. Regis & Associates, PC was engaged by HUD, over a 4-year period, to conduct Agreed-Upon Procedures Reviews and Compliance Audits of PAEs debt restructuring activities throughout the United States. These reviews included performing risk-based analyses of the various Products and Processes that comprise the debt restructuring process, including Portfolio Restructuring Agreements. The process included restructuring file reviews of various Participating Administrative Entities that administer the program, nationwide. This engagement resulted in the issuance of numerous comprehensive reports on the program, based on a statistical analysis of the nationwide results.

Defense Contract Management Agency, OMB Circular A-123 Compliance Audit of Government Purchase Card Program: The General Services Administration (GSA) administers the federal government's purchase card program. The government purchase card program has been in existence since 1989, and serves as a means for agencies to streamline purchases of low-cost goods and services. Presently, over 300,000 employees have purchase cards; and in fiscal year 2005, they charged nearly \$16 billion worth of purchases. In recent years, various Inspectors General and U.S. Government Accountability Office (GAO) reports have disclosed insufficient internal controls over purchase card programs at numerous Federal agencies. Established on March 27, 2000, by the Department of Defense, DCMA is assigned responsibility for worldwide contract management, and has approximately 10,000 employees stationed throughout the world. DCMA recently engaged Regis & Associates, PC to conduct an audit of its Government Purchase Card Program, in accordance with prevailing

standards. The desire for these services was necessitated by management's concerns about fraud, waste, and abuse in the use of government purchase cards. It was desired that the services take the form of an independent performance, compliance, and internal controls review. The audit was conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS); **OMB Circular A-123, Appendix B**; Standards for Internal Control in the Federal Government (Green Book); and GAO-01-1008G, *Internal Control Management and Evaluation Tool*; GAO-04-87G Purchase Card Audit Guide, dated November 2003; President's Council on Integrity and Efficiency, *A Practical Guide for Reviewing Government Purchase Card Programs*; FAR Part 13.301 and DFARS Subpart 213.301, Government wide Commercial Purchase Card; and DoD Directive 7000.15, *DoD Accountable Officials and Certifying Officers*. The audit resulted in the issuance of a comprehensive report detailing findings noted, and a broad range of recommendations that were designed to remediate the noted findings.

US Department of Housing and Urban Development - Project-Based, Section 8 Billing Study, Under the Improper Payments Information Act of 2002: The US Department of Housing and Urban Development's (HUD) rental assistance programs, which include public housing and various tenant-based and project-based rental housing assistance programs, are administered by third party program administrators. These program administrators include public housing agencies, private housing owners, and contracted management agents. As part of its Rental Housing Integrity Improvement Project (RHIIIP) initiative to improve the management of its assisted housing programs, HUD has conducted several studies to quantify errors associated with tenant rent and subsidy determinations, and owners' billings.

Regis & Associates, PC was engaged by HUD, to conduct two Project-Based Section 8 Billing Studies of its 2003 and 2005 billing records. These studies were conducted for the purpose of developing estimates of subsidy errors that are required for agency-wide financial statement preparation purposes. These studies were also conducted in order to provide information to Congress, in accordance with the provisions of the Improper Payments Information Act of 2002. The President's Management Agenda of 2002 included a financial management objective to establish a government-wide initiative on the extent of improper payments (P.L. 107-300 – the Improper Payments Act.). Under the provisions of the Improper Payments Act, agencies are required to:

- Review programs and activities, annually
- Identify programs that are susceptible to significant improper payments
- Estimate annual improper payments, using acceptable statistical methodologies
- Determine the cause of improper payments
- Implement corrective measures
- Measure their progress in reducing improper payments, and
- Report such progress to Congress, OMB, and agency heads.

The objectives of these billing studies were to determine whether HUD's subsidies are recorded, billed, and collected in accordance with HUD's policies and the Office of Housing's regulations. These regulations include guidelines provided in Handbook 4350.3 REV-1, *Occupancy Requirements of Subsidized Multifamily Housing*. In conducting these studies, we audited 1,500 tenant files in a sample of 150 projects. These projects were distributed over 103 cities, in 34 states throughout the United States. We were required to select a random sample of 10 tenant files from each project for testing, in accordance with the survey/testing methodology agreed to by HUD.

Our Technical Approach and Management Plan for conducting these studies, consisted of six distinct phases. These phases were: I: Planning; II: Pre-Testing of Billing Study Methodology; III: Assessing and Revising Test Procedures; IV: Conducting Billing Study Data Collection; V: Conducting Data Analysis and Quality Control; and VI: Preparing and Issuing Reports. The reporting phase of these engagements consisted of the issuance of reports on the noted errors identified for each project. We also prepared project-wide reports identifying noted errors by classification, the financial impact on subsidies, and recommendations for reducing future errors. This data was utilized in the preparation of HUD's agency-wide financial statements.

Special Inspector General for Iraq Reconstruction - Financial, Program, and Information Systems Audits and Assessments: According to the April 30, 2005 Special Inspector General for Iraq Reconstruction (SIGIR) Report to Congress, the United States had appropriated \$24.3 billion to aid in rebuilding and restoring activities in Iraq. Accounting records for these appropriated funds were maintained by Department of Defense activities and several civilian agencies that received appropriations/allotments. Contractual records related to the various contracts awarded for reconstruction of Iraq were located at government contracting activities throughout the United States, Iraq, and other overseas locations. Public Law 108-106, as amended, created the Special Inspector General for Iraq Reconstruction (SIGIR) to provide oversight of the programs. One of the missions of the SIGIR was to prevent and detect fraud, waste, and abuse in programs and operations; and to report to Congress on contracting processes and controls.

Under a long-term contract with SIGIR, Regis & Associates, PC was engaged to conduct a broad range of Audit, Accounting, Independent Verification and Validation, and Information Systems Audits of Iraq Relief and Reconstruction funds. Some of our audits are detailed below:

Independent Verification of Iraq Reconstruction Information System (SIRIS) Database: This database was used as a repository for procurement, budget, and financial data on the programs, activities, and functions that were funded from the Iraq Relief Reconstruction Fund (IRRF). This engagement consisted of a complete audit of 100 % of the contents of the financial data in the database. It consisted of Planning,

Risk Analysis, Validation of Process Flow Diagrams for all agencies receiving IRRF, Data Analysis and Testing/Validation of all funding data, and Reporting. As part of this engagement's methodology, we developed and executed a written methodology for the validation of SIRIS database contents and reports. That methodology incorporated test procedures to evaluate the completeness, accuracy, and propriety of posting of data fields. This engagement was conducted, by utilizing various automated information systems auditing tools to conduct data analysis and manipulation, as well as using traditional Yellow Book auditing processes and procedures. Reporting consisted of the development of a comprehensive report identifying noted exceptions, and recommendations for their remediation. This included the identification of internal control weaknesses and recommendations for corrective actions.

Audit Feasibility Assessment of Iraq Relief Reconstruction Funds (IRRF): We were engaged by SIGIR to provide IRRF Audit Feasibility Assessment services in support of their federal agency oversight of the Iraq Relief Reconstruction Fund (IRRF). The objective and outcome of this engagement were to validate the distribution of IRRF funding and its accountability among agencies, analyze IRRF accounting transaction data, and assess the data's availability and completeness. Because this engagement was designed to be a pre-cursor to conducting financial audits of Iraq reconstruction efforts, an additional objective of this engagement was to provide conclusions on the availability and completeness of the IRRF accounting information necessary to plan and execute effective audits.

Our engagement was structured into three interrelated phases: (1) Validation of IRRF Agency Funding and Accounting Flow Diagrams; (2) Analysis of Agency Financial Management System Data Elements; and (3) Assessment of the Availability and Completeness of IRRF Agency Data. This engagement's methodology required us to prepare an agency IRRF funding distribution diagram, validate transaction flow diagrams of each agency's financial management systems used to account for IRRF funds, and review detailed IRRF accounting transaction data files. It also entailed reviewing Congressional legislation and agency external reports, interviewing agency points of contact, conducting data file analysis, and reconciliation of contract financial activities. Detailed tasks conducted included:

Determining the amount of IRRF-appropriated funds expended by each federal agency, along with each agency's external reporting responsibility for the expended amounts.

Obtaining and validating a flow diagram detailing the contract (contract and obligation), accounting system (accounts payable, disbursements and accounts receivable, as applicable), and external reporting (Treasury and Congressional) processes used by each agency responsible for managing and accounting for IRRF programs (IRRF Agency), with applicable points of contact. This included:

- o Determining the IRRF Agency's financial management system transaction accounting elements required for the planning and fieldwork execution, relative to the audit of: Unmatched disbursements, Unliquidated obligations, Invoice compliance with contract scope of work, and other terms and conditions.
- o Obtaining IRRF transaction activity data files (detailed and comprehensive) from each applicable IRRF Agency, and assessing each file's compliance with the planning and fieldwork execution data requirements.
- o Reconciling the obligation and expenditure/disbursement transaction activity data files to applicable SF133's and/or other Treasury and Congressional external reports.
- o Obtaining explanations from applicable IRRF Agency points-of-contact for any significant reconciling items.

General Services Administration - Examination of GSA SmartPay 2 DoD Travel Card Refunds: The GSA SmartPay 2 Travel Card Program (the GSA SmartPay 2 Program) delivers a wide variety of benefits to the Department of Defense (DoD); including (i) streamlining procurement and payment processes for the DoD travel business line; (ii) providing access to a variety of technology solutions that improve operational efficiencies, while increasing transparency to spending activities; (iii) delivering robust information management tools that allow for comprehensive program management, as well as supporting critical control and examination functions; (iv) providing Sales Refunds; and (v) providing Productivity Refunds to the DoD, on program spend amounts, based on speed of payment. The Defense Travel Management Office (DTMO) administers the DoD Travel Program, under a GSA SmartPay 2 contract with a commercial bank. Under the GSA SmartPay 2 Program, the commercial bank has processed, approximately, 35.242 million transactions; with an approximate value of \$37.066B. Regis & Associates, PC (Regis), was engaged by the US General Services Administration (GSA), to perform an examination of the GSA SmartPay 2 Travel Card Refund process, performed by the commercial bank; from November 28, 2008 through September 30, 2014. The primary objective of this examination engagement was to validate the revised travel card refund calculation methodology used by the commercial bank, and identify any potential miscalculations of refunds due to/from DoD or the commercial bank. This engagement also included assessing the significant internal controls associated with the administration of refunds by the commercial bank.

This examination was conducted in accordance with Generally Accepted Government Auditing Standards; Statement on Standards for Attestation Engagements (SSAE), Attestation Standards, Clarification and Recodification; and other applicable AICPA Guidelines. Additionally, the examination test procedures were governed by the provisions of the prevailing GSA SmartPay 2 Program guidelines that included:

- OMB Circular A-123, Appendix B, *Improving the Management of*

- Government Charge Card Programs* (as applicable);
- Provisions identified in the Citi SmartPay 2 GSA Refund Review Guide;
 - The GSA SmartPay 2 Master Contract;
 - The DoD Travel Card Services task order, awarded to the commercial bank; and
 - The Government Charge Card Abuse Prevention Act of 2012 (Public Law 112-194).

This examination engagement resulted in the issuance of a comprehensive report detailing travel card activities including, payments, adjustments, transfers, refunds, and other applicable transactions during the period of the examination.

Section 3-F – Additional Relevant Experience

Section 4.2.7 states: Bidder should have experience in dealing with federal disaster relief agencies in the aftermath of major catastrophic events. Bidder should demonstrate experience interfacing with state and federal agencies in the administration of a monitoring or oversight program. Bidder should demonstrate prior experience and success with all relevant federal and state documentation practices necessary to ensure the receipt and retention of grant funding. Bidder should also have experience monitoring grants and supplemental appropriations from Congress as well as other federal agencies that can provide support to the state after a catastrophic event.

Our experience in meeting all of the requirements identified above is presented partially in the project descriptions presented in Sections 2-B-1, 3-C, 3-E, and 3-F. Besides the wealth of financial and programmatic oversight experience presented in these project descriptions, **our experience includes having served as a major subcontractor on the financial statement audit of the Government of the District of Columbia for the past six years.** This very complex engagement has required the application of auditing skills relevant to state and local government engagements, and also the application of skills necessary for the proper administration and oversight of numerous Federal grant programs. We have also provided a broad base of oversight services to other programs with the Government of the District of Columbia such as the hospital, the Health Benefits Exchange, Medicaid and Medicare, the DC Department of Employment Services, and various housing programs. **We have also provided a broad range of oversight services of various Federal disaster relief agencies, having provided audit and oversight of Recovery Act funds appropriated to the US Department of Agriculture, the US Department of Energy, and the Bureau of Indian Affairs.** These funds were in turn, provided to non-governmental organizations as grants. Below, we have presented some of our other relevant experience.

FCC-OIG - Audits of the Universal Service Fund, High Cost Program, Connect America Fund, Phase I:

The FCC OIG recently engaged Regis & Associates, PC to conduct an audit of Phase I Incremental Support (incremental support) of the Connect America Fund (CAF), which was established as a key reform tool under Transformation Order No. FCC-11-161. A core component of the reforms was the creation of the Connect America Fund. The intent of the reforms is for CAF to, eventually, supersede all existing High-Cost Program support mechanisms. This key and indispensable tool aims at helping the government achieve universal service, by methodically and systematically destroying remaining barriers. Its success relies heavily on incentive-based, market-driven policies; including competitive bidding, to equitably and prudently disperse universal service funds efficiently and effectively. Over 14.94 million of the roughly 18 million Americans, who suffer from poor or no access to residential fixed broadband at or above the FCC's prescribed speed, reside in areas that are catered to by Price-Cap Carriers (Carriers not subject to the rate-of-return regulation). The audit was conducted, pursuant to the following regulations and guidelines:

- Generally Accepted Government Auditing Standards (GAGAS)
- Auditing standards generally accepted in the United States of America, as established by the Auditing Standards Board of the American Institute of Certified Public Accountants
- The Telecommunications Act of 1996
- The Communications Act of 1934, as amended
- Transformation Order No. FCC 11-161, and all other applicable legal and regulatory authorities.

Among other things, the audit was to:

- Assess the efficacy of internal controls; designed and in operation by the FCC and the Universal Service Administrative Company (USAC), to make certain that incremental support disbursements to eligible telecommunications companies (Carriers) were appropriate as to amounts and purpose;
- Examine a sample of incremental support to 72 Carriers; to conclude, based on the sample, whether or not the Carriers provided broadband service as mandated; and
- Recognize enhancements or opportunities to enhance internal controls, critical to safeguarding CAF from the risk of fraud, waste, and abuse.

We conducted the audit in the following Phases:

- Phase 1 - draft a planning document on a survey and internal control assessment;

- Phase 2 - conduct the survey and internal control assessment, and prepare the assessment report on the results found;
- Phase 3 - conduct substantive audit fieldwork; and
- Phase 4 - prepare the draft and final audit reports.

FCC- OIG - Audit of the USF, High-Cost Program, Transformation Order

Mandates: Regis & Associates, PC was recently engaged by the FCC-OIG to conduct a performance audit of the implementation of the Universal Service Fund, High Cost Program Transformation Order Mandates (Transformation Order No. FCC 11-161). Universal service is the driving principle underlying the legal and regulatory provisions that offer access to communications services to all Americans. The Universal Service Fund (USF, the Fund) is a system of telecommunications subsidies and fees managed by the Universal Service Administrative Company (USAC), under the direction of the FCC, that is intended to promote universal access to telecommunications services in the United States. The goals of the reform include:

- Enhancing and strengthening universal accessibility to voice service capabilities;
- Securing universal accessibility to robust modern networks that competently support voice and broadband capacities;
- Engineering universal accessibility to modern networks that deliver mobile and broadband capacities;
- Making certain that rates for both voice and broadband services in high cost, rural, and insular areas, are reasonably comparable to rates for similar services in urban areas; thereby ensuring that rates for voice and broadband services are reasonably comparable in all regions of the United States; and
- Prudently alleviating the burden on individuals and businesses, with regards to their universal service contributions.

The Order constitutes the Connect America Fund (CAF), and envisages that it will eventually supersede extant high-cost support mechanisms. The CAF is a key and indispensable tool, aimed at helping the government achieve universal service, by methodically and systematically destroying remaining barriers. It relies heavily on incentive-based, market-driven policies, including competitive bidding, to equitably and prudently disperse universal service funds in an efficient and effective manner. The CAF seeks to initiate efficient and targeted funding for broadband. The objectives of the audit were to:

- Compile a list of all the mandates embodied in the Transformation Order;
- Identify the entity responsible for implementing each mandate;
- Evaluate whether the mandates were being implemented in accordance with FCC rules; and
- Determine whether the implementation could be better achieved to guard the Fund from fraud, waste, and abuse.

The audit phases consisted of:

- Phase 1 - preparing a planning document on a survey and internal control assessment;
- Phase 2 - conducting the survey and internal control assessment, and preparing the assessment report on the results found;
- Phase - conducting substantive audit fieldwork; and
- Phase 4 - preparing draft and final audit reports.

The audit was conducted, pursuant to the following regulations and guidelines:

- Generally Accepted Government Auditing Standards;
- Auditing standards generally accepted in the United States of America, as established by the Auditing Standards Board of the American Institute of Certified Public Accountants;
- The Telecommunications Act of 1996;
- The Communications Act of 1934, as amended; and
- Transformation Order No. FCC 11-161, and all other applicable legal and regulatory authorities.

Examination of Securities Held by Custodian, in Accordance with the Requirements of Rule 206(4)-2(a)(4) of the DC 529 College Savings Program: The District of Columbia 529 College Savings Program (the Program), was created by DC Law, as a Trust of the District of Columbia Government. Over a four-year period, Regis & Associates, PC was engaged by the Office of the Chief Financial Officer, Office of Finance and Treasury, to conduct the annual examination of securities held by the investment advisor for the Program, pursuant to the provisions of Rule Rule 206(4)-2(a)(4). Under this Rule, investment advisers that have custody of, or the authority to access the Program's funds or securities, are required to undergo an annual surprise examination. These examinations were designed to verify that the Program's funds and securities, over which an investment adviser has custody, were being held by a qualified custodian, in a separate account, under that Program's name; or in accounts that contained only the Program's funds and securities, under the investment adviser's name, as agent or trustee for the Program. Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the investment adviser's compliance with those requirements; and performing such other procedures as we considered necessary in the circumstances. The examination was completed; and the resulting examination report was filed electronically, through the Investment Adviser Registration Depository ("IARD"), on Form ADV-E, within 120 days; in accordance with stipulated statutory deadlines.

Price Proposal Audit of the County of Sacramento, for the US Coast Guard: The US Coast Guard (CG), Shore Information Logistics Center (SILC), needed to facilitate the award of an Aircraft Rescue and Firefighting services follow-on contract for a five-year period. USCG Air Station, Sacramento, is a C-137 fixed wing aviation unit that performs a wide range of Coast Guard missions for the Eastern Pacific Area. Air Rescue and Fire Fighting Services (ARFF) are required 24/7, 365 days per year; and are mandatory for Coast Guard flight operations, as per COMDINST M11320.1. Upon closure of the base, the County of Sacramento was designated as the Local Redevelopment Authority (LRA); and thus, the support services previously provided were provided by the County of Sacramento (County) (Prime) and Sacramento Metropolitan Fire (SacMetro) (Sub) on a sole source basis.

The Coast Guard engaged the services of Regis & Associates, PC to conduct an audit of a price proposal submitted by the County of Sacramento, to ensure that the labor rates proposed were reasonable, and in-line with local industry wage rates. This audit engagement included a comprehensive review of the pricing data underpinning the proposal, and the relevant system used to generate such pricing data. It also included reviewing the policies, procedures, practices, and internal controls relating to accounting and estimating; and the application of these policies and procedures to the allocation of labor costs across contracts. The services also included follow-up analysis support, negotiation support, and CBA Review services.

The price proposal auditing services were performed in accordance with the Contracting Officer's instructions; and the applicable technical pronouncements, such as: FAR Part 31, *Contract Cost Principles and Procedures*; FAR Part 30, *Cost Accounting Standards*; FAR Part 42, *Contract Administration and Audit Services*; FAR Part 52, *Solicitation Provisions and Contract Clauses*; DCAA Contract Audit Manual (CAM)-DCAAM 7640.1; Generally Accepted Government Auditing Standards (GAGAS); and specific provisions of the request for proposal. This engagement consisted of the five functional areas identified below:

- A. A Pre-Evaluation Briefing with the Coast Guard's Contracting Officer
- B. Audit of the prospective contractor's proposed direct labor rates
- C. Audit of the prospective contractor's indirect (O/H and G&A) proposed rates
- D. Identification and review any Other Direct Costs (ODCs) proposed by the prospective contractor, and
- E. Summarization and documentation of the audit results.

The report issued under this engagement was consistent with the form and content that is issued by DCAA, and identified opportunities for cost savings to the government, of approximately 12% of the contractor's total proposed cost.

Incurred Cost Submission Audit of Engineering Firm for 2012, 2013, 2014: Regis & Associates, PC was recently engaged by the Federal Transit Administration (FTA) to conduct three years (2012, 2013, and 2014) of incurred cost submission audits of Kimley-Horn and Associates, Inc., a contractor with the Federal Transit Administration. Each year's incurred cost submission included cost of, approximately, \$120M. In the previous year, we had also conducted the incurred cost submission audits of the company for the years 2009, 2010, and 2011, under a separate task order. The scope of the audits included assessing the adequacy of the incurred cost submissions submitted by the contractor; conducting planning, fieldwork, and reporting, relative to the contractor's compliance with government regulations; determining the allowability of cost incurred; and auditing the indirect rates proposed by the contractor. These audits were conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS), Federal Acquisition Regulation (FAR), the provisions of the DCAA Contract Audit Manual (CAM), and Defense FAR Supplement (DEFARS); and specific principles such as: FAR Part 31, *Contract Cost Principles and Procedures*; FAR Part 30, *Cost Accounting Standards*; FAR Part 42, *Contract Administration and Audit Services*; and FAR Part 52, *Solicitation Provisions and Contract Clauses*.

The audit resulted in the issuance of a comprehensive report identifying cost and indirect rates proposed by the contractor; any adjustments that we proposed, based on our audit testing, auditor-determined direct cost and indirect rates, and questioned cost. The audit report also identified the basis for any questioned cost, based on the provisions of the FAR; and any non-compliance with contract terms and conditions.

Statement on Standards for Attestation Engagements (SSAE) No. 18 Examination of the DC Office of Pay and Retirement Services, PeopleSoft HCM Payroll Module:

The District of Columbia, Office of the Chief Financial Officer (OCFO), Office of Financial Operations and Systems (OFOS), Office of Pay and Retirement Services (OPRS) is a "service provider" to the US Secret Service and US Park Police, for the administration of the Federal Police Pension (FPP) plan, under D.C. Code Section 5-703. The OCFO, as a service organization and "plan administrator", partners with sub-service organizations to record and process pension benefit data and transactions for the Federal Police annuitants, survivors, and beneficiaries. The sub-servicer organizations include: the OFOS Accounting Operations Services Unit, the OCFO Office of Finance and Treasury (OFT), the Office of the Chief Information Officer (OCIO), and the Office of the Chief Technology Officer (OCTO). In 2012, OPRS began the Federal Police Pension (FPP) Modernization program, to transition the legacy pension benefit payroll for the 4,000 Federal Police Pension annuitants to the PeopleSoft HCM Payroll Module.

Regis & Associates, PC was engaged by the DC Office of Pay and Retirement Services ("OPRS") to conduct a SOC Type 2 audit, in accordance with AICPA *Statement on Standards for Attestation Engagements (SSAE) No. 18*, of the organization's business system and internal control environment of the PeopleSoft HCM; specifically, the

Federal Police Pension (FPP) Module; for the period October 1, 2015 to September 30, 2016. The objectives of this engagement were to assess the suitability of the design of the controls in place for participant data, pension transactions, pension benefit payments, and reporting. The engagement resulted in the issuance of a comprehensive report that addressed our findings related to the various control objectives, and related assertions, that were made by management; relating to the PeopleSoft HCM Payroll Module.

SECTION 4 – ANY OTHER DOCUMENTS INCLUDED BY THE BIDDER

Section 4-A -Regis & Associates, PC Firm Peer Review Report

This document has been submitted as Appendix-B below.

Section 4-B –Regis & Associates, PC- Certified Public Accountant Firm License

This document has been submitted as Appendix-C below.

Section 4-C -GSA Federal Supply Schedule (GS-OOF-184CA)

This document has been submitted as a separate Attachment- L

SECTION 5 – STATE-SUPPLIED PRICE SHEET

The State Supplied Pricing Sheet has been submitted as a separate Attachment- K of this proposal.

Appendix- A – Resumes of Key Personnel

Peter Regis, CPA - Engagement Partner			
Years of Experience	22		
Security Clearance	Secret- Granted by DSS		
Education	BBA, Business Administration- Business Administration, University of the District of Columbia, 1984		
Certifications	CPA Certification, District of Columbia, 1985		
Key Skill Areas	- Federal Financial Management - Briefing Preparation - Business Management and Financial Support - Cost and Scheduling Estimating and Analysis Data Management	- Performance Analysis - Financial and Performance Audits - Program Audits - Technical Risk Assessment - Training - Earned Value Management - Scheduling	- Audit Remediation - Accounting Support - Internal Controls - Facilitation of Meetings - Independent Verification and Validation - Performance Management - Planning

RELEVANT EXPERIENCE

Engagement Partner on Three CARES Act Agreed-Upon Procedures Audits for the DOL-OIG: The Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (P.L. 116-136) added the Pandemic Unemployment Assistance (PUA), the Pandemic Emergency Unemployment Compensation (PEUC), and the Federal Pandemic Unemployment Compensation (FPUC) Programs to existing unemployment insurance programs. Mr. Regis recently served as the engagement partner on three agreed-upon-procedures audits for the US Department of Labor - Office of Inspector General; to audit the PUA, PEUC, and FPUC Programs, as implemented by the states of Texas, North Carolina, and Georgia. The scope of these engagements included compiling and assessing data related to each state's implementation of the unemployment insurance (UI) provisions of the CARES Act. These engagements were conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants, Generally Accepted Government Auditing Standards, and the provisions of the CARES Act. The scope of these engagements covered CARES Act-related unemployment benefits for the period of March 27, 2020 through July 31, 2020. As the overall engagement manager, Mr. Regis was responsible for overall engagement administration and quality assurance, technical oversight, and relationship management. Each engagement resulted in the issuance of an agreed-upon procedures report identifying noted findings, resulting from our applied procedures.

Department of Energy – Weatherization Assistance Grant Program Audits, Under the Recovery Act: Mr. Regis has served as the Engagement Partner on an engagement with the Department of Energy, Office of Inspector General, to perform

several agreed-upon procedures audits related to American Recovery and Reinvestment Act of 2009 (Recovery Act) funds awarded to States and US Territories. The objective of these audits was to assess grantees' accounting for, and use of, Weatherization Assistance Program funds, and State Energy Program funds provided by the Recovery Act. The audits were conducted in accordance with agreed-upon-procedures attestation engagement standards contained in Generally Accepted Government Auditing Standards (GAGAS); applicable sections of the OIG's Audit Manual; and the Inspector General Act of 1978. Criteria for the audits include the: Recovery and Reinvestment Act of 2009; Energy Policy Act of 2005; Energy Independence and Security Act of 2007; Weatherization Program Notices and State Energy Program Guidance, issued by the Office of Energy Efficiency and Renewable Energy's Office of Weatherization and Intergovernmental Programs; and the terms of the grant. As Engagement Partner, Mr. Regis' responsibilities included resource oversight, client relationship management, overall technical direction, and deliverable management.

FCC-OIG – Performance Audit of the Universal Service Fund, High Cost Program, Connect America Fund, Phase I: Mr. Regis has served as the Engagement Partner on an engagement with the FCC, to conduct an audit of Phase I incremental support of the Connect America Fund (CAF), which was established as a key reform tool under Transformation Order No. FCC-11-161. The audit was conducted in accordance with Generally Accepted Government Auditing Standards; AICPA Standards; OMB Circulars; The Telecommunications Act of 1996; The Communications Act of 1934, as amended; FCC 11-161; and other FCC Rulemaking pronouncements. The objectives of the audit were to: assess the efficacy of internal controls, designed and implemented by the FCC and the Universal Service Administrative Company (USAC) to make certain that incremental support disbursements to eligible telecommunications companies (Carriers) were appropriate, as to amounts and purpose; examine a sample of incremental support to 72 Carriers to determine whether the Carriers provided broadband service, as mandated; and to recognize enhancements or opportunities to enhance internal controls critical to safeguard CAF from the risk of fraud, waste, and abuse. As the engagement partner, Mr. Regis' responsibilities included, assisting in determining the engagement strategy, technical oversight, risk assessment, client relationship management, and assisting with all deliverables.

Broadcasting Board of Governors (BBG) - OMB Circular A-123, Appendix B, Audit of Government Purchase Card Program- Mr. Regis recently served as the Engagement Partner on an OMB Circular A-123, Appendix B, audit engagement of BBG's Government Purchase Card Program. The audit was also conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS); GAO-01-1008G, Internal Control Management and Evaluation Tool; GAO-04-87G, Purchase Card Audit Guide; President's Council on Integrity and Efficiency, A Practical Guide for Reviewing Government Purchase Card Programs; and specific BBG purchase card guidelines. As overall manager on this engagement, Mr. Regis' responsibilities included

overall client relationship management, resource management, overall technical direction, and assisting in the preparation of the audit report. The audit resulted in the issuance of a comprehensive report, detailing findings noted; and a broad range of recommendations that were designed to remediate the noted deficiencies.

Performance Audit of the Universal Services Fund, High Cost Program, Transformation Order Mandates: Mr. Regis has served as the Engagement Partner on a performance audit engagement for the FCC, of the implementation of the Universal Service Fund, High Cost Program Transformation Mandates (Transformation Order No. FCC 11-161). The audit was conducted in accordance with Generally Accepted Government Auditing Standards; AICPA Standards; OMB Circulars; The Telecommunications Act of 1996; the Communications Act of 1934, as amended; FCC 11-161; and other FCC Rulemaking pronouncements. The objectives of the audit were to: compile a list of all the mandates embodied in the Transformation Order; identify the entity responsible for implementing each mandate; evaluate whether the mandates were being implemented in accordance with FCC rules; and determine whether the implementation could be better achieved to guard the Fund from fraud, waste, and abuse. As the engagement partner, Mr. Regis responsibilities included, assisting in determining the engagement strategy, technical oversight, risk assessment, client relationship management, and assisting with all deliverables.

Corporation for National and Community Service Grant Audit: The National and Community Service Trust Act of 1993, P. L. 103-82 (Act), which amended the National Community Service Act of 1990, established the Corporation for National and Community Services (the Corporation) as a government corporation subject to the Government Corporation Control Act, 31 U.S.C. §9101 et seq. The Corporation's programs include AmeriCorps, Senior Corps, and Learn and Serve America. Pursuant to the authority of the Act, the Corporation awards grants and cooperative agreements to States, non-profit entities, and tribes and territories to assist in the creation of full and part-time national and community services programs. Mr. Regis recently served as engagement partner on numerous Agreed-Upon Procedures (AUP) Reviews of various not-for-profit organizations receiving CNCS grant funds. The scope of these AUP audits covered financial transactions, compliance, and internal control testing of the awards funded by the Corporation. The objectives of these audits were to determine whether grantees complied with the terms of their grant agreements. The audits were conducted in accordance with Generally Accepted Auditing Standards and Government Auditing Standards (Yellow Book), and resulted in several forward-looking recommendations for improving grants management.

National Science Foundation (NSF) Research Grant Audit: Mr. Regis recently served as engagement partner on an Audit of Labour Effort Accounting and Reporting Systems of Vanderbilt University related to research grants from NSF. The objective of this audit was to obtain an overall understanding of /and evaluate Vanderbilt's internal controls and its control environment in managing grant funds. Specifically, the

objectives were to: (1) review and evaluate Vanderbilt's distribution and effort reporting system; (2) evaluate the adequacy of internal controls over Vanderbilt's payroll distribution system used to support salaries and wages charged to NSF grants; (3) review compliance with OMB Circular A-21; (4) evaluate the adequacy of the University's procedures for calculating, documenting, and charging faculty salaries to Federal Grants, and (5) test internal controls over payroll distribution and Effort Reporting Systems to determine whether they were working as intended. This audit was conducted in accordance with Government Auditing Standards, and other applicable grant program guidelines.

Architect of the Capitol, Office of Inspector General – Independent Verification and Validation (IV&V) of IT Security Audit Findings- Mr. Regis has served as the engagement partner on this IV&V engagement to review the AOC's General Support Systems. These included Unix, AS400, LAN Windows, Novell, and Blackberry and Oracle resources that support over 40 applications in an on-site data center and a separate hot site maintained for disaster recovery. This review required the testing/verification of corrective actions for 64 findings that were previously identified in technical reviews and the financial audit. Management previously reported the status of these findings in its Plans of Action and Milestones (POA&Ms). The objective of this review was to support the OIG's quality assurance assessment of the POA&Ms and related IT security program goals, and the financial audit. IT security program goals include governance, certification and accreditation, risk management, and integration of security into daily operations. The review was to determine whether reported corrective actions had been effectively implemented for each of the findings, and to identify those findings that required further action to achieve resolution. The findings were addressed by standards in five of the six areas of FISCAM controls. The review applied the new FISMA (Federal Information Security Management Act) as a standard for this Congressional organization, as well as various GAO (Federal Information System Controls Audit Manual- FISCAM, Standards for Internal Control in the Federal Government), and NIST security standards (Special Publications 800-16, 26, 30, and 37).

Defense Contract Management Agency (DCMA) - OMB Circular A-123, Appendix B, Audit of Government Purchase Card Program- The General Services Administration (GSA) administers the federal government's credit card program. Established on March 27, 2000, by the Department of Defense, DCMA is assigned responsibility for worldwide contract management, and has approximately 10,000 employees stationed throughout the world. Mr. Regis recently served as the Engagement Partner on an OMB Circular A-123, Appendix B audit engagement of DCMA's Government Purchase Card Program. As the overall Partner on this engagement, Mr. Regis' responsibilities included client relationship management, engagement strategy management, overall technical direction, and high level partner reviews of all work products. The audit resulted in the issuance of a comprehensive

report detailing findings noted, and a broad range of recommendations that were designed to remediate the noted deficiencies.

Special Inspector General for Afghanistan Reconstruction (SIGAR) – Financial Audit of Reconstruction Contractors: Mr. Regis recently served as the Audit Partner on this SIGAR audit assignment. The scope of the audit assignment consisted of conducting multi-year audits of two large contracts awarded for Afghanistan reconstruction to separate contractors over several years. These audits were conducted in accordance with Government Auditing Standards, AICPA Standards, Federal Acquisition Regulations, provisions of the CAM, and specific provisions applicable to awards made by the US Agency for International Development. The awards related to land titling and private health infrastructure in Afghanistan. Mr. Regis' duties on these audits included: client relationship management, providing overall technical direction, planning and risk analysis, and assisting with reporting.

Financial Statement Audit of the Administrative Conference of the United States - The Administrative Conference of the United States (the Conference) is an independent agency of the Executive Branch of the United States Government. It was created for the purpose of developing recommendations to improve the fairness and effectiveness of the rulemaking, adjudication, licensing, and investigative functions of federal agency programs. The Conference ceased operations on October 31, 1995, due to termination of funding by Congress. However, Congress subsequently reauthorized the Conference and provided funding accordingly. Mr. Regis has served as the Partner on the financial statement audit of the Conference. The audit was conducted in accordance with the Accountability of Tax Dollars Act of 2002; OMB Bulletin 15-02, *Audit Requirements for Federal Financial Statements*; the Federal Managers' Financial Integrity Act; AICPA standards; and several other provisions of law. Mr. Regis' responsibilities as the Partner on this engagement included client relationship management; overall technical direction, and resource management.

Defense Contract Management Agency (DCMA), Audit of the Defense Travel Service Program-DCMA, which has nearly 10,000 employees stationed throughout the World, uses the Defense Travel Service (DTS) to process its travel functions. In 2006, DCMA converted completely from paper travel orders to the DoD, fully automated, electronic DTS, and had 38,531 vouchers processed. Mr. Regis recently served as the Audit Partner on the independent audit of DCMA's travel management system. The objective of the audit was to evaluate the adequacy of procedures for travel management, and the execution of these procedures. This engagement included: assessing the adequacy of DCMA's policies and procedures related to travel management, assessing the program's risks, assessing system and other controls, assessing compliance with specific program regulations, assessing the adequacy of employee training, determining the extent of improper payments, and assessing a broad range of mandates required by existing regulations. The audit was conducted in accordance with *Government Auditing Standards*, AICPA standards, and various other

DoD and DCMA related travel guidelines. As Partner, Mr. Regis' responsibilities included overall planning, client relationship management, technical direction, and report preparation.

Financial Statement Audit of the Federal Maritime Commission - The Federal Maritime Commission (FMC) was established in 1961 as an independent Government agency, responsible for the regulation of shipping in the foreign commerce of the United States. Mr. Regis recently served as the Partner on the financial statement audit of FMC. The audit was conducted in accordance with the Accountability of Tax Dollars Act of 2002; OMB Bulletin No. 15-02, *Audit Requirements for Federal Financial Statements*; the Federal Managers' Financial Integrity Act; AICPA standards; and several other provisions of law. Mr. Regis' responsibilities as the Partner on this engagement included client relationship management; overall technical direction, and resource management.

Financial Statement Audit of the National Council on Disability - The National Council on Disability (NCD) is an independent agency of the Executive Branch of the United States Government that makes recommendations to the President and Congress on issues affecting Americans with disabilities. Mr. Regis recently served as the Partner on the annual financial statement audit of NCD. The audit was conducted in accordance with the Accountability of Tax Dollars Act of 2002; OMB Bulletin No. 15-02, *Audit Requirements for Federal Financial Statements*; the Federal Managers' Financial Integrity Act; AICPA standards; and several other provisions of law. Mr. Regis' responsibilities as the Partner on this engagement included client relationship management; overall technical direction, and resource management.

US Postal Service, Office of Inspector General - Financial Installation Audits in Support of Agency-Wide CFO Act Financial Statement Audit- The U.S. Postal Service, Office of Inspector General (OIG) has the responsibility for conducting substantial audit work in support of the annual financial statement audit of the Postal Service. The OIG assumed responsibility for conducting financial audit work at the transaction level. The broad objectives of these audits were to determine whether internal controls were in place and functioning effectively, and to determine whether financial activities of field operations were reasonable and fairly presented in the accounting records. Mr. Regis served as the engagement partner on a multi-year engagement with the Office of Inspector General to conduct audits of numerous postal facilities throughout the US over a twenty-four month period. These audits were conducted in accordance with *Government Auditing Standards*, procedures identified in the USPS Office of Inspector General's Financial Installation Audit Manual, and other directives provided by the Office of Inspector General. Engagement tasks included risk assessments, documenting and assessing internal controls, testing compliance with laws and regulations, and preparing audit reports in accordance with applicable guidelines.

District of Columbia Government, Office of the Chief Financial Officer - Financial Statement Audit of the 529 College Savings Plan: The District of Columbia 529 College Savings Program (the Program) was created by DC Law as a Trust of the District of Columbia Government. The Chief Financial Officer of the District of Columbia serves as the Trustee of the Plan. Mr. Regis has served as the engagement partner in conducting this financial statement audit of the Plan, under a multi-year contract. The audits were conducted in accordance with applicable United States auditing standards. The audits were required to be completed in accordance with established statutory deadlines, and encompassed testing of certain third party systems, in addition to applying traditional, risk-based, audit procedures. All deliverables were delivered to the District of Columbia Government in prescribed form and content, and in accordance with stipulated timelines.

Medicaid Cost Report Audit of Home Health Agencies for DCHF - Mr. Regis is currently serving as the engagement partner on an audit engagement with the District of Columbia Department of Health Care Finance (DCHF) to conduct audits of the cost reports submitted for fiscal year 2013 for Home Health Agencies. The objectives of these audits are to assess and report on the propriety of cost report data and ensure that Home Health Agencies are in compliance with the District's living wage regulations embodied in the Living Wage Act of 2006 codified in DC Code 220.1-11 and other applicable laws and regulations. The audits of these cost reports is mandated pursuant to the provisions of 42 C.F.R. §§447.202, and 203, and was additionally conducted in accordance with *Generally Accepted Auditing Standards* and AICPA Standards. Mr. Regis' role on this engagement included overall client relationship management, audit planning, technical direction, assisting with the resolution of issues, resource assignments, and reporting.

Financial Statement Compilation of the District of Columbia Other Postemployment Benefit Fund (OPEB) - The DC Government (District) established an Other Postemployment Benefit Fund (OPEB) on October 1, 1999, under the Annuity Health and Life Insurance Employer Contribution Amendment Act of 1999. Mr. Regis has served as the engagement partner on the financial statements compilation since 2008. These compilations have been conducted in accordance with applicable AICPA and Government Accounting Standards Board (GASB) standards. These compilations were also required to be completed in accordance with established statutory deadlines, and encompassed reviewing of certain third party systems, in addition to applying traditional, risk-based, review and accounting procedures. As the partner on this engagement, Mr. Regis was responsible for relationship management, technical direction, and ensuring compliance with technical standards.

Financial Statement Compilation of the District of Columbia Health Benefit Exchange Authority-The District of Columbia Health Benefit Exchange Authority (the Authority) implements and administers a health care exchange program in the District of Columbia in accordance with the Patient Protection and Affordable Care Act (the

Affordable Care Act). The Authority was established pursuant to the Health Benefit Exchange Authority Establishment Act of 2011, to ensure access to quality and affordable health care to all District of Columbia residents. Mr. Regis has served as the Engagement Partner on the third quarter and year-end 2016 financial statement compilation of the Authority. Mr. Regis' role on this engagement included overall client relationship management, audit planning, technical direction, assisting with the resolution of issues, resource assignments, and reporting.

Monthly Audits of Various Assets at Various Sites for the District of Columbia, Office of Finance and Treasury (OFT): Mr. Regis is currently serving as the Engagement Partner on this engagement to conduct monthly audits of inventory stocks at District of Columbia Cashiering Locations; inventory of gift cards stored within OFT and Department of Human Services (DHS) agency sites; and inventory of card stock stored at District-contracted EBT customer service distribution centres. These engagements include physical verification of inventory items against books and records, testing and assessment of related internal controls, testing of compliance with certain provisions of laws and regulations, and preparing audit reports for each location. This engagement is being conducted in accordance with *Generally Accepted Government Auditing Standards*, AICPA Guidelines, and applicable District of Columbia Government regulations. As the Engagement Partner on this engagement, he is responsible for client relationship management, technical direction, resolution of technical and other issued, and assisting with audit report preparation.

US Department of Housing and Urban Development (HUD) - Compliance Reviews of Real Estate Portfolios: Mr. Regis has served as the engagement partner on this HUD project to conduct monthly on-site compliance and financial reviews of its single family portfolio, nationwide. These reviews consisted of conducting analyses of Management and Marketing (M&M) Contractors' compliance with HUD contract requirements, and testing for compliance with applicable laws and regulations. Services also included developing monthly sampling plans, developing risk-based targeting methodologies for real estate portfolios across all regions of the US, and managing the migration to a web-based compliance review system.

US Department of Housing and Urban Development – Agreed-Upon Procedures Reviews and Compliance Audits of the Mark-to-Market Program: The Multifamily Assisted Housing Reform and Affordability Act of 1997 (MAHRA) sets forth a process for restructuring multifamily properties insured or held by the Federal Housing Administration (FHA), and receiving rental subsidy assistance under the Department of Housing and Urban Development's Section 8 Program. This is known as the Mark-to-Market Program. Mr. Regis has served as the engagement partner on this audit engagement. These audits were conducted in accordance with Government Auditing Standards, AICPA Attestation Standards, Portfolio Restructuring Agreements, applicable Code of Federal Regulations, and other program guidelines. These audits consisted of performing a broad range of test procedures of state and local government

organizations, and private sector organizations. Procedures included risk assessments of asset management processes, assessment of controls, and the testing of compliance with the broad range of applicable laws and regulations. Our deliverables included the issuance of individual compliance audit reports for each PAE; and a comprehensive report on the program, based on a statistical analysis of national results.

Special Inspector General for Iraq Reconstruction (SIGIR) - Financial, Program, and Information Systems Audits: According to the April 30, 2005 Special Inspector General for Iraq Reconstruction's (SIGIR's) Report to Congress, the United States appropriated \$24.3 billion to aid in rebuilding and restoring activities in Iraq. Accounting records for these appropriated funds are maintained by Department of Defense activities and several civilian agencies that received appropriations/allotments. The mission of the SIGIR is to provide for the independent and objective conduct and supervision of audits, inspections, and investigations relating to the programs and operations funded with amounts appropriated or otherwise made available to the Iraq Relief and Reconstruction Fund. Mr. Regis recently served as the Engagement Partner on an engagement to conduct various audit related assignments for SIGIR. In this capacity, he was responsible for the overall engagement, including establishing the overall strategy, client relations, staffing, technical issues, and engagement administration. This engagement included conducting an independent verification and validation of 100 % the financial and contract data in a database that is used to prepare reports to Congress. Other tasks that Mr. Regis oversaw included independent verification and validation of corrections made to this database by the contractor of record, conducting a comprehensive accounting for the expenditures of Reconstruction Funds by all agencies receiving appropriations, and conducting an auditability assessment of the accounting data provided by all agencies receiving Iraq Reconstruction funds.

U.S. Department of the Interior, Bureau of Indian Affairs (BIA) - Construction Grant and Contract Audits Under the American Recovery and Reinvestment Act of 2009: The American Recovery and Reinvestment Act (ARRA) provided DOI with funds for economic stimulus and oversight. Mr. Regis has served as an Engagement Partner on numerous construction grant and contract audits throughout the US, for BIA. The principal purpose of these audits were to assist BIA in ensuring that funds awarded to Indian tribes for construction projects were properly expended in accordance with Federal Acquisition Regulations (FAR), OMB guidance, and the Recovery Act's requirements. These audits were conducted in accordance with Government Auditing Standards, 2007 revision, issued by the Comptroller General of the United States; and Generally Accepted Auditing Standards. Mr. Regis' duties included: resource management, overall technical direction, overall responsibilities for fieldwork, and ensuring client satisfaction. His work resulted in the identification of numerous findings and recommendations designed to identify risks, improve performance, and determine the propriety of funds expended.

Gwendolyn J. Regis, CPA, Partner (Quality Assurance)	
Years of Experience	34
Security Clearance	Secret; Granted by DSS
Education	BBA, Bachelors of Business Administration, Accounting; University of the District of Columbia, 1985
Certifications	420 Certified Public Accountant, District of Columbia, 1986

Selected Relevant Experience

Quality Assurance Partner on Three CARES Act Agreed-Upon Procedures Audits for the DOL-OIG: The Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (P.L. 116-136) added the Pandemic Unemployment Assistance (PUA), the Pandemic Emergency Unemployment Compensation (PEUC), and the Federal Pandemic Unemployment Compensation (FPUC) Programs to existing unemployment insurance programs. Ms. Regis recently served as the quality assurance partner on three agreed-upon-procedures audits for the US Department of Labor - Office of Inspector General; to audit the PUA, PEUC, and FPUC Programs, as implemented by the states of Texas, North Carolina, and Georgia. The scope of these engagements included compiling and assessing data related to each state's implementation of the unemployment insurance (UI) provisions of the CARES Act. These engagements were conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants, Generally Accepted Government Auditing Standards, and the provisions of the CARES Act. The scope of these engagements covered CARES Act-related unemployment benefits for the period of March 27, 2020 through July 31, 2020. As Quality Assurance Partner, her responsibilities included assisting in the audit strategy, providing technical input on major engagement decisions, determining the form and content of reports, ensuring that all conclusions reach are supported by work performed, and serving as the technical writer and editor. Each engagement resulted in the issuance of an agreed-upon procedures report identifying noted findings, resulting from our applied procedures.

Quality Assurance Partner on a Performance Audit of an Eligible Telecommunications Carrier (ETC) operating under the Universal Service Fund (USF) Lifeline Program, for the FCC-OIG. Ms. Regis is currently serving as the quality assurance partner on this engagement, of which the objectives are to: Determine whether the ETC's FCC Form 497 and Lifeline claim filings contain information that is fairly stated, in conformance to the Lifeline Program's guidelines and the provisions of Title 47 of the Code of Federal Regulations; Assessing whether the ETC was materially compliant with all applicable program guidelines; Evaluating whether the ETC has designed and implemented adequate and effective internal controls, to ensure its compliance with program guidelines and the provisions of Title 47; and Communicating

the results of the audit, in the form of a performance audit report presenting findings, conclusions, and recommendations, to the FCC-OIG.

Quality Assurance Partner on an Audits of the Universal Service Fund, High Cost Program Connect America Fund, Phase I for the FCC-OIG: Ms. Regis has served as the Quality Assurance Partner on an engagement with the FCC, to conduct an audit of Phase I incremental support of the Connect America Fund (CAF), which was established as a key reform tool under Transformation Order No. FCC-11-161. The audit was conducted in accordance with GAGAS; AICPA Standards; OMB Circulars; The Telecommunications Act of 1996; The Communications Act of 1934, as amended; FCC 11-161; and other FCC Rulemaking pronouncements. The objectives of the audit were to: assess the efficacy of internal controls, designed and implemented by the FCC and the Universal Service Administrative Company (USAC) to make certain that incremental support disbursements to eligible telecommunications companies (Carriers) were appropriate, as to amounts and purpose; and examine a sample of incremental support to 72 Carriers to determine whether the Carriers provided broadband service, as mandated.

Quality Assurance Partner on a Performance Audit of the Universal Service Fund, High Cost Program, Transformation Order Mandates, for the FCC-OIG: Ms. Regis has served as the Quality Assurance Partner on a performance audit engagement of the implementation of the Universal Service Fund, High Cost Program Transformation Mandates (Transformation Order No. FCC 11-161), for the FCC. The audit was conducted in accordance with GAGSA, AICPA Standards, OMB Circulars; The Telecommunications Act of 1996; The Communications Act of 1934, as amended; FCC 11-161; and other FCC Rulemaking pronouncements. The objectives of the audit were to: compile a list of all the mandates embodied in the Transformation Order; identify the entity responsible for implementing each mandate; evaluate whether the mandates were being implemented in accordance with FCC rules; and determine whether the implementation could be better achieved to guard the Fund from fraud, waste, and abuse.

U.S. Department of the Interior, Bureau of Indian Affairs(BIA) - Construction Grant and Contract Audits, under the American Recovery and Reinvestment Act of 2009: Ms. Regis has served as the quality assurance partner on numerous construction grant and contract audits, for BIA, throughout the U.S. The principal purpose of these audits were to assist BIA in ensuring that funds awarded to Indian tribes, for construction projects, were properly expended in accordance with Federal Acquisition Regulations (FAR), OMB guidance, and the Recovery Act's requirements. These audits were conducted in accordance with *Government Auditing Standards*, and *Generally Accepted Auditing Standards*, and *specific provisions of the grant agreements*.

U.S. Department of Agriculture, OIG, American Recovery and Reinvestment Act of 2009, General Procurement Oversight Audit Services: Ms. Regis served as the quality assurance partner on a General Procurement Oversight Audit Services engagement of construction projects funded by the Recovery Act. The principal purpose of these audits was to assist USDA-OIG in ensuring that USDA's contract procurement activities for the construction projects were properly performed in accordance with Federal Acquisition Regulations (FAR), OMB guidance, and the Recovery Act's requirements.

Department of Energy - Weatherization Assistance Grant Program Audits, Under the Recovery Act: Ms. Regis recently served as the quality assurance partner an engagement with the Department of Energy, Office of Inspector General, to perform several agreed-upon procedures audits related to American Recovery and Reinvestment Act of 2009 (Recovery Act) funds, awarded to States and US Territories. The objectives of these audits were to assess grantees' accounting for, and use of, Weatherization Assistance Program funds and State Energy Program funds provided by the Recovery Act. The audits were conducted in accordance with AICPA attestation standards; applicable sections of the OIG's *Audit Manual*; the Inspector General Act of 1978; OMB Cost Principles; *Recovery and Reinvestment Act of 2009*; *Energy Policy Act of 2005*; and many others.

Broadcasting Board of Governors (BBG) - OMB Circular A-123, Appendix B, Audit of Government Purchase Card Program: Ms. Regis recently served as the Quality Assurance Partner on an OMB Circular A-123, Appendix B, audit engagement of BBG's Government Purchase Card Program. The audit was also conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS); GAO-01-1008G, Internal Control Management and Evaluation Tool; GAO-04-87G, Purchase Card Audit Guide; President's Council on Integrity and Efficiency, A Practical Guide for Reviewing Government Purchase Card Programs; and specific BBG purchase card guidelines. As Quality Assurance Partner, her responsibilities included assisting in the audit strategy, providing technical input on major engagement decisions, determining the form and content of reports, ensuring that all conclusions reach are supported by work performed and serving as the technical writer and editor. The audit resulted in the issuance of a comprehensive report, detailing findings noted; and a broad range of recommendations that were designed to remediate the noted deficiencies.

Defense Contract Management Agency (DCMA) - OMB Circular A-123, Appendix B, Audit of Government Purchase Card Program: The General Services Administration (GSA) administers the federal government's credit card program. Established on March 27, 2000, by the Department of Defense, DCMA is assigned responsibility for worldwide contract management; and has approximately, 10,000 employees stationed throughout the world. Ms. Regis recently served as the Quality Assurance Partner on this OMB Circular A-123, Appendix B audit engagement of DCMA's Government Purchase Card Program. As the Quality Assurance Partner on

this engagement, she provided technical interpretation of pronouncements, and conducted quality assurance reviews of all working papers and management reports. The audit resulted in the issuance of a comprehensive report detailing the findings noted, and a broad range of recommendations that were designed to remediate the noted deficiencies.

Defense Contract Management Agency (DCMA), Audit of the Defense Travel Service Program: DCMA, which has nearly 10,000 employees stationed throughout the World, uses the Defense Travel Service (DTS) to process its travel functions. In 2006, DCMA converted completely from paper travel orders to the DoD fully automated, electronic DTS, and had 38,531 vouchers processed. Ms. Regis recently served as the Quality Assurance partner on the independent audit of DCMA's travel management system. The objective of the audit was to evaluate the adequacy of procedures for travel management, and the execution of these procedures. This engagement included: assessing the adequacy of DCMA's policies and procedures related to travel management, assessing the program's risks, assessing system and other controls, assessing compliance with specific program regulations, assessing the adequacy of employee training, determining the extent of improper payments, and assessing a broad range of mandates required by existing regulations. The audit was conducted in accordance with Government Auditing Standards, AICPA standards, and various other DoD and DCMA related travel guidelines. As the Quality Assurance Partner, Ms. Regis' responsibilities consisted primarily as serving as a technical resource, and conducting the engagements' independent quality assurance review of all working papers and final report.

District of Columbia Government, Office of the Chief Financial Officer - Financial Statement Audit of the 529 College Savings Plan: The District of Columbia 529 College Savings Program (the Program) was created by DC Law as a Trust of the District of Columbia Government. The Chief Financial Officer of the District of Columbia serves as the Trustee of the Plan. Ms. Regis has served as the Quality Assurance Partner in conducting this financial statement audit of the Plan, under a multi-year contract. As the Quality Assurance Partner, her responsibilities included assisting with engagement strategy and logistics, reviewing all deliverables for form and content, ensuring that all deliverables conformed to prevailing standards, serving as the third reviewer on working papers, and assisting with the writing of audit reports. The audits were conducted in accordance with applicable United States auditing standards. The audits were required to be completed in accordance with established statutory deadlines, and encompassed testing of certain third party systems, in addition to applying traditional, risk-based, audit procedures. All deliverables were delivered to the District of Columbia Government in prescribed form and content, and in accordance with stipulated timelines.

Medicaid Cost Report Audit of Home Health Agencies for DCHF: Ms. Regis has served as the Quality Assurance Partner on an audit engagement with the District of

Columbia Department of Health Care Finance (DCHF) to conduct audits of the cost reports submitted for fiscal year 2013 for Home Health Agencies. The objectives of these audits are to assess and report on the propriety of cost report data and ensure that Home Health Agencies are in compliance with the District's living wage regulations embodied in the Living Wage Act of 2006 codified in DC Code 220.1-11 and other applicable laws and regulations. The audits of these cost reports is mandated pursuant to the provisions of 42 C.F.R. §§447.202, and 203, and was additionally conducted in accordance with *Generally Accepted Auditing Standards* and AICPA Standards. As the Quality Assurance Partner, her responsibilities included assisting with engagement strategy and logistics, reviewing all deliverables for form and content, ensuring that all deliverables conformed to prevailing standards, serving as the third reviewer on working papers, and assisting with the writing of audit reports.

Financial Statement Compilation of the District of Columbia Other Postemployment Benefit Fund(OPEB) The DC Government (District) established an Other Postemployment Benefit Fund(OPEB) on October 1, 1999, under the Annuitants' Health and Life Insurance Employer Contribution Amendment Act of 1999. Ms. Regis has served as the Quality Assurance Partner on the financial statements compilation since 2008. As the Quality Assurance Partner, her responsibilities included assisting with engagement strategy and logistics, reviewing all deliverables for form and content, ensuring that all deliverables conformed to prevailing standards, serving as the third reviewer on working papers, and assisting with the writing of audit reports. These compilations have been conducted in accordance with applicable AICPA and Government Accounting Standards Board (GASB) standards. These compilations were also required to be completed in accordance with established statutory deadlines, and encompassed reviewing of certain third party systems, in addition to applying traditional, risk-based, review and accounting procedures. As the partner on this engagement, Mr. Regis was responsible for relationship management, technical direction, and ensuring compliance with technical standards.

Financial Statement Audit of the Federal Maritime Commission: The Federal Maritime Commission (FMC) was established in 1961 as an independent Government agency, responsible for the regulation of shipping in the foreign commerce of the United States. Ms. Regis recently served as the Quality Assurance Partner on the 2013 financial statement audit of FMC. The audit was conducted in accordance with the Accountability of Tax Dollars Act of 2002; OMB Bulletin No. 07-04, Audit Requirements for Federal Financial Statements; the Federal Managers' Financial Integrity Act; AICPA standards; and several other provisions of law. Ms. Regis' responsibilities as the Quality Assurance Partner on this engagement consisted primarily of technical interpretations of pronouncements, and conducting quality assurance reviews of all working papers and the final audit report.

Financial Statement Compilation of the District of Columbia Health Benefit Exchange Authority: The District of Columbia Health Benefit Exchange Authority (the

Authority) implements and administers a health care exchange program in the District of Columbia in accordance with the Patient Protection and Affordable Care Act (the Affordable Care Act). The Authority was established pursuant to the Health Benefit Exchange Authority Establishment Act of 2011, to ensure access to quality and affordable health care to all District of Columbia residents. Ms. Regis has served as the Quality Assurance Partner on the third quarter and year-end 2016 financial statement compilation of the Authority. As the Quality Assurance Partner, her responsibilities included assisting with engagement strategy and logistics, reviewing all deliverables for form and content, ensuring that all deliverables conformed to prevailing standards, serving as the third reviewer on working papers, and assisting with the writing of audit reports.

Monthly Audits of Various Assets at Various Sites for the District of Columbia, Office of Finance and Treasury (OFT): Ms. Regis is currently serving as the Quality Assurance Partner on this engagement to conduct monthly audits of inventory stocks at District of Columbia Cashiering Locations; inventory of gift cards stored within OFT and Department of Human Services (DHS) agency sites; and inventory of card stock stored at District-contracted EBT customer service distribution centers. These engagements include physical verification of inventory items against books and records, testing and assessment of related internal controls, testing of compliance with certain provisions of laws and regulations, and preparing audit reports for each location. This engagement is being conducted in accordance with *Generally Accepted Government Auditing Standards*, AICPA Guidelines, and applicable District of Columbia Government regulations. As the Quality Assurance Partner, her responsibilities included assisting with engagement strategy and logistics, reviewing all deliverables for form and content, ensuring that all deliverables conformed to prevailing standards, serving as the third reviewer on working papers, and assisting with the writing of audit reports.

Financial Statement Audit of the Administrative Conference of the United States: The Administrative Conference of the United States (the Conference) is an independent agency of the Executive Branch of the United States Government. Ms. Regis has served as the Quality Assurance Partner on the financial statement audit of the Conference. The audit was conducted in accordance with the Accountability of Tax Dollars Act of 2002; OMB Bulletin No. 14-02, Audit Requirements for Federal Financial Statements; the Federal Managers' Financial Integrity Act; AICPA standards; and several other provisions of law. Her responsibilities consisted of technical direction, reviewing the audit report, and quality control of all working papers.

US Postal Service, Office of Inspector General - Financial Installation Audits in Support of Agency-Wide CFO Act Financial Statement Audits: The U.S. Postal Service, Office of Inspector General (OIG) has the responsibility for conducting substantial audit work in support of the annual financial statement audit of the Postal Service. Ms. Regis served as the Concurring Audit Partner on a multi-year engagement with the Office of Inspector General to conduct audits of numerous postal

facilities throughout the U.S. over a twenty-four month period. These audits were conducted in accordance with Government Auditing Standards, procedures identified in the USPS Office of Inspector General's Financial Installation Audit Manual, and other directives provided by the Office of Inspector General. Her role consisted of quality assurance review and technical reviews.

Social Security Administration- Financial Audits of Organizational Representative Payees: Each year, the Social Security Administration (SSA) spends billions of dollars in its administration of the Social Security and Supplemental Security (SSI) programs. Under these programs, SSA provides Title II and Title XVI benefits to many Americans. Under the Representative Payee Program, Congress granted SSA the authority to appoint representative payees for individuals that SSA determines to be incapable of managing their own benefit payments. Over a 10 year period, Ms. Regis has served as the Quality Control Partner on the financial audits of Organizational Representative Payees throughout the United States. These audits were conducted in accordance with Government Auditing Standards, the requirements articulated in the Code of Federal Regulations, and other program guidelines as promulgated by SSA. These audits consisted of an examination of the financial management practices of Representative Payees, relative to their administration of beneficiaries' funds. This included determining the propriety of the program's expenditures and revenue, assessing internal controls and compliance with applicable laws and regulations, and the preparation of audit reports in accordance with applicable standards. The audits also included assessing the results of audit test work on a nation-wide basis and preparing risk-based analyses of findings by risk categories.

National Oceanic and Atmospheric Administration (NOAA) OEd, Partner: Ms. Regis is currently serving as the overall Project Manager on an Administrative Support Services engagement with NOAA's Office of Education, where she has overall responsibilities for the administration of the contract and the various tasks that we provide to NOAA. Her responsibility on this engagement includes the establishment of the project's entire administrative infrastructure, including dedicated voicemail, credit card, email, bank account and banking relationship, lease signing, resource management, client relationship management, cost accounting function, and many other functions. On an ongoing basis, she oversees all functions such as disbursements, client and student communication, hotel and travel reservations, accounting oversight, reporting, and many other functions.

Special Inspector General for Afghanistan Reconstruction (SIGAR) – Financial Audit of Reconstruction Contractors: Ms. Regis recently served as the Quality Assurance/Technical Review Partner on this SIGAR audit assignment. The scope of this audit assignment consisted of conducting multi-year audits of two large contracts awarded for Afghanistan reconstruction, to separate contractors over several years. These audits were conducted in accordance with Government Auditing Standards, AICPA Standards, Federal Acquisition Regulations, provisions of the CAM, and specific

provisions applicable to awards made by the U.S. Agency for International Development. The awards related to land titling and private health infrastructure in Afghanistan. As the Quality Assurance Partner, Ms. Regis conducted concurring and quality assurance reviews of all working papers and deliverables.

Edwin K. Kago, CPA, Senior Audit Manager	
Years of Experience	12
Security Clearance	Secret - Granted by DSS Public Trust; Granted by HHS
Education	MBA, Master of Business Administration & Master of Professional Accountancy, Louisiana Tech University, 2009 Bachelor of Commerce, University of Nairobi, Kenya, 2005
Certifications	CPA Certification, Louisiana, 2013

Senior Audit Manager on Three CARES Act Agreed-Upon Procedures Audits for the DOL-OIG: The Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (P.L. 116-136) added the Pandemic Unemployment Assistance (PUA), the Pandemic Emergency Unemployment Compensation (PEUC), and the Federal Pandemic Unemployment Compensation (FPUC) Programs to existing unemployment insurance programs. Mr. Kago recently served as the senior audit manager on three agreed-upon-procedures audits for the US Department of Labor - Office of Inspector General; to audit the PUA, PEUC, and FPUC Programs, as implemented by the states of Texas, North Carolina, and Georgia. The scope of these engagements included compiling and assessing data related to each state's implementation of the unemployment insurance (UI) provisions of the CARES Act. These engagements were conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants, Generally Accepted Government Auditing Standards, and the provisions of the CARES Act. The scope of these engagements covered CARES Act-related unemployment benefits for the period of March 27, 2020 through July 31, 2020. As the senior audit manager, Mr. Kago was responsible for overall engagement planning, overall technical oversight of other managers, client relationship management, and communication. Each engagement resulted in the issuance of an agreed-upon procedures report identifying noted findings, resulting from our applied procedures.

Lead Senior Auditor on the National Railroad Passenger Corporation's (Amtrak) Retirement Plans: Mr. Kago was the lead senior auditor on the National Railroad Passenger Corporation's (Amtrak) retirement plans audit for three years. His primary responsibility was benefit payments testing, which included recomputing the benefit payments for the pension plan participants, against the benefit determination formula in the Plan documents. Mr. Kago's findings were provided to management, via management letters that resulted in overall improvement over the control environment of the retirement plans. He was also responsible for coordinating the non-discrimination testing required by ERISA; and reviewing the U.S. Department of Labor's (DOL) Form 5500, Annual Return/Report of Employee Benefit Plan, to verify that DOL-required supplemental schedules attached to the Form 5500 were presented fairly in all material

respects, in relation to the financial statements taken as a whole. He was also responsible for completing GAAP disclosure checklists, to ensure that the financial reports contained all the required disclosures.

Senior Auditor on the Pension Plan Audit of Lockheed Martin: Mr. Kago served as one of the seniors responsible for performing the procedures for both 401(K) plans and pension plans for Lockheed Martin's retirement plans and their Master Trusts. One of Mr. Kago's key responsibilities included reviewing the accuracy of the U.S. Securities and Exchange Commission (SEC), Forms 11-K before their filing and overseeing benefit payments testing. He was also responsible for the review of Service Organization Control (SOC) reports for multiple service providers for the various plans, for the purpose of ensuring that their controls were operating effectively, as well as to determine whether Lockheed had adequate user entity controls related to the functions supported by the service providers.

Financial Statement Audit of the U.S. Department of Health and Human Services, in Accordance with the CFO Act of 1990: Mr. Kago has served as an audit senior on the financial statement audit of the Centers for Medicare and Medicaid Services (CMS) for three years. The audit was conducted in accordance with Government Auditing Standards, OMB Circular A-136, OMB Bulletin 15-02, AICPA Standards, and other relevant laws and regulations. The objectives of the audit were to express an opinion on the overall financial statements, as well as assess internal controls and compliance with laws and regulations. In this capacity, Mr. Kago was responsible for the Treasury Report on Receivables (TROR), Incurred But Not Reported (IBNR) liabilities, claim expenditures, and other payables, as well as budgetary resources. He also played a key role in developing detailed audit programs for all phases of the audit; providing technical guidance to engagement staff; reviewing working papers; assessing compliance with regulations; assessing findings and recommendations; and writing audit and management reports. Mr. Kago has also served as one of the audit seniors on the Medicare Fee-for-Service, Medicare Advantage, Medicare Prescription and Drugs (Part D), Medicare Hospital Insurance (Part A), Medicare Supplementary Medical Insurance (Part B), CHIP, SOSI (Statement of Social Insurance) components of the engagement.

Contractor Incurred Cost Submission Audits for NASA: Mr. Kago recently served as the audit manager on the incurred cost submission audits of ten contractors for NASA. These audits covered multiple years for each contractor; and had a total ADV of over \$3.1B. These contractors were located at various locations throughout the U.S. These audits were conducted in accordance with the FAR, AICPA Attestation Standards, CAS, the DCAA CAM, Government Auditing Standards, and the NASA FAR Supplement. Several of these engagements included audits of contractors, which had corporate/Home Office Allocations, and multiple cost pools. As an audit manager on these engagements, his responsibilities included planning and risk assessment, supervising fieldwork, resolution of technical issues, and report preparation.

Audit Manager on a Performance Audit of an Eligible Telecommunications Carrier (ETC), operating under the Universal Service Fund (USF) Lifeline Program, for the FCC-OIG. Mr. Kago is currently serving as the audit manager on this engagement, of which the objectives are to: Determine whether the ETC's FCC Form 497 and Lifeline claim filings contain information that is fairly stated, in conformance to the Lifeline Program's guidelines and the provisions of Title 47 of the Code of Federal Regulations; Assessing whether the ETC was materially compliant with all applicable program guidelines; Evaluating whether the ETC has designed and implemented adequate and effective internal controls, to ensure its compliance with program guidelines and the provisions of Title 47; and Communicating the results of the audit, in the form of a performance audit report presenting findings, conclusions, and recommendations, to the FCC-OIG. As the audit manager, Mr. Kago is responsible for engagement planning, fieldwork, reporting, client relationship management, overall staff supervision, and communication.

Lead Audit Supervisor on the Audit of PEPCO Holdings, Inc.'s 401K Plans: Mr. Kago has served as the lead supervisor on the audit of PEPCO Holdings, Inc.'s 401K plans; and was responsible for the overall coordination of the audit process, from planning to reporting. The audit was performed to ensure that the plans were in compliance with the Employee Retirement Income Security Act of 1974 (ERISA). Mr. Kago was responsible for performing planning, which included reviewing the plan documents to understand the provisions of the plans and designing procedures for participant testing. He was also responsible for reviewing the Service Organization Control (SOC) reports for various service providers, to verify whether they were operating effectively. Additionally, other key duties included reviewing the valuation of investments held and ensuring compliance with Financial Accounting Standards Board (FASB) guidance on Fair Value Measurements (Accounting Standards Codification (ASC) 820).

Audit Manager on an Examination of GSA SmartPay 2 DoD Travel Card Refunds: The Defense Travel Management Office (DTMO) administers the DoD Travel Program, under a GSA SmartPay 2 contract with a commercial bank. Under the GSA SmartPay 2 Program, a commercial bank had processed, approximately, 35.242 million transactions; with an approximate value of \$37.066B. Mr. Kago served as the audit manager on an examination engagement of the GSA SmartPay 2 Travel Card Refund process, performed by the commercial bank; from November 28, 2008 through September 30, 2014. The primary objective of this examination engagement was to validate the revised travel card refund calculation methodology used by the commercial bank, and identify any potential miscalculations of refunds due to/from DoD or the commercial bank. This engagement also included assessing the significant internal controls associated with the administration of refunds by the commercial bank. This examination was conducted in accordance with GAGAS; SSAE 18; AICPA Guidelines;

OMB Circular A-123, Appendix B; the SmartPay 2 GSA Refund Review Guide used by the commercial bank, Master Contract, and task order; and the Government Charge Card Abuse Prevention Act of 2012.

SSAE 16 SOC 2 Audit of Medicare Claims Processors: Mr. Kago has served as the engagement senior/supervisor on several SSAE 16 SOC 1 and 2 Medicare Administrative Contractor (MAC) engagements, for organizations that process claims on behalf of CMS. Several of these organizations processed in excess of twenty-five million claims for CMS, monthly. The objective of these engagements was to express an opinion on the fairness of presentation, adequacy of design, and operating effectiveness of key controls, relevant to the systems used by CMS' large nationwide medical claims processors. This consisted of assessing general and application controls, including business process application controls assessments for selected financial management systems and business processes. These engagements required extensive understanding of NIST 800-53, assessing management's assessment of operating systems, testing of operating systems, evaluating test results, and preparing reports.

Twenty years of Incurred Cost Submission Audits of four Contractors for the Volpe Center: Mr. Kago recently served as the audit manager on numerous incurred cost submission audits of four contractors for the Volpe Center. This contractual engagement also included five years of contract closeout activities for one additional contractor. These engagements were conducted in accordance with FAR, AICPA Attestation Standards, CAS provisions, the provisions of the DCAA CAM, Government Auditing Standards, and the provisions of the respective contracts.

Contract Audit of Large National Contractor for the Federal Transit Administration: Mr. Kago recently served as the audit manager on an incurred cost audit of a contract, which was requested prior a possible termination of the contract, because of contractor OCI issues. The audit was conducted in accordance with FAR, AICPA Attestation Standards, CAS provisions, the provisions of the DCAA CAM, Government Auditing Standards, and FTA contract provisions. This engagement also included an examination of the fee computation methodology used by the contractor. The audit resulted in the issuance of a comprehensive audit report that identified cost proposed, auditor proposed adjustments, and auditor recommended allowable cost.

Staff Auditor on the Audits of the WGL Holdings, Inc.'s (Washington Gas) Retirement and Post-retirement Benefit Plans: Mr. Kago worked as a staff auditor on the WGL Holdings, Inc.'s (Washington Gas) retirement and post-retirement benefit plans. His key responsibilities included performing detail testing for the 401 (K) plans and pension plans, as well as the Voluntary Employees' Beneficiary Association (VEBA) plan. Mr. Kago was also responsible for reviewing all summary plan documents, as well as the plan modifications for the year under audit, as part of the planning procedures. One of his key responsibilities was testing of the participant data, including census data testing; eligibility testing; and inclusion/exclusion testing for the VEBA plan. Mr. Kago

was also responsible for testing investments; and reviewing the latest IRS tax determination letters to verify that the plans were qualified plans.

Audit Supervisor on an Audit of the Universal Service Fund, High Cost Program, Connect America Fund, Phase I: Mr. Kago has served as an audit supervisor on an engagement with the FCC, to conduct an audit of Phase I incremental support of the Connect America Fund (CAF), which was established as a key reform tool under Transformation Order No. FCC-11-161. The audit was conducted in accordance with GAGAS; AICPA Standards; OMB Circulars; The Telecommunications Act of 1996; The Communications Act of 1934, as amended; FCC Transformation Order No. 11-161; and other FCC Rulemaking pronouncements. The objectives of the audit were to: assess the efficacy of internal controls, designed and implemented by the FCC and the Universal Service Administrative Company (USAC), to make certain that incremental support disbursements to eligible telecommunications companies (Carriers) were appropriate as to amounts and purpose; examine a sample of incremental support to 72 Carriers, to determine whether the Carriers provided broadband service, as mandated; and to recognize enhancements or opportunities to enhance internal controls, critical to safeguard CAF from the risk of fraud, waste, and abuse. As the audit supervisor, his responsibilities included assisting with planning and risk analysis, developing the audit program, overseeing major segments of fieldwork, writing reports, and making presentations to FCC's management.

Manager on Indirect Cost Rate Reviews of 24 Contractors for the DC Water and Sewer Authority: Mr. Kago recently served as the engagement manager on Indirect Cost Rate Reviews of 24 contractors for DC Water. The objective of these engagements was to determine whether the forward pricing indirect rates proposed by the individual contractors were acceptable as a basis for negotiating fair and reasonable contract prices. These engagements were conducted in accordance with the provisions of FAR; DCAA Contract Audit Manual (CAM)-DCAAM 7640.1; Generally Accepted Government Auditing Standards (GAGAS); and specific DC Water and contract requirements. Mr. Kago's tasks included overall engagement management, developing the engagement strategy, testing and analysis, and report preparation.

Contract Audits of Government National Mortgage Association (Ginnie Mae) Contracts: Ginnie Mae is a wholly owned government association that reports to the Secretary of Housing and Urban Development (HUD). Mr. Kago has served as the Senior Auditor on several contract audits of Advisory Services Contractors for Ginnie Mae. The audits focused on contractors' compliance with the terms and conditions of the Ginnie Mae contracts, invoicing requirements, the allowability of costs and fees, and significant performance issues. Mr. Kago's role included conducting contract compliance testing, internal controls assessment, report writing, and contract closeout services. The audits were conducted in accordance with Generally Accepted

Government Auditing Standards, FAR, AICPA Guidelines, and applicable provisions of the respective contracts.

Accounting System Review of a Construction Contractor, for DHS - Customs and Border Protection: Mr. Kago recently served as the audit manager on a Pre-Award Accounting System Review of a construction contractor for DHS-CBP. The scope of the review included determining whether the accounting system of the contractor was adequate to account for cost incurred under government cost-type contracts. As the audit manager, his responsibilities included development of the audit strategy, preparing the review program, overseeing major engagement decisions, FAR compliance, report preparation, and staff supervision. The review was conducted in accordance with GAGAS, DHS Guidelines, Federal Acquisition Regulation (FAR), and Defense FAR Supplement (DEFARS). The engagement resulted in the issuance of a report and Form 1408, detailing noted findings and the recommendations for their remediation.

Accounting System Review of a Manufacturing Contractor, for DHS-Science and Technology Acquisition Division: Mr. Kago recently served as the audit manager on a Pre-Award Accounting System Review of a construction contractor for DHS-S&T. The scope of the review included determining whether the accounting system of the contractor was adequate to account for cost incurred under government cost-type contracts. As the audit manager, his responsibilities included developing the audit strategy, preparing the review program, overseeing major engagement decisions, adhering to DHS Guidelines, FAR compliance, report preparation, and staff supervision. The review was conducted in accordance with GAGAS, Federal Acquisition Regulation (FAR), and Defense FAR Supplement (DEFARS). The engagement resulted in the issuance of a report and Form 1408, detailing noted findings and the recommendations for their remediation.

Financial Statement Audit of the District of Columbia Health Benefit Exchange Authority: The District of Columbia Health Benefit Exchange Authority (the Authority) implements and administers a health care exchange program in the District of Columbia, in accordance with the Patient Protection and Affordable Care Act (the Affordable Care Act). Mr. Kago served as the audit supervisor on the 2015 financial statement audit of the Authority. In this capacity, he had significant participation in all aspects of the audit. His key areas of responsibility included auditing revenue recognition (both assessments and grants); auditing the process of capitalization of software costs related to the development of the DC Health Link; auditing amounts due to/from the primary government and insurance carriers, as well as amounts due to from the Federal government; auditing of payroll and expenses; test of controls for various processes that included the Authority's procurement process; audit of compliance with grant agreements and other regulations; review of legal representations; and the adequacy of financial statement disclosures. Mr. Kago also supervised staff on this engagement, provided technical guidance, and prepared audit reports and management

letter comments. The audit was conducted in accordance with AICPA guidelines, Government Auditing Standards, and other governing pronouncements.

Medicare Administrative Contractor Audits: Over a three-year period, Mr. Kago served as the Audit Senior/Supervisor on the audits of several Medicare Administrative Contractors (MACs) across the United States. Medicare-certified institutional providers are required to submit an annual cost report to the MAC. Part of the audit of MACs entailed the review of cost reports presented by Hospitals, Skilled Nursing Facilities, Home Health Agencies, Renal Facilities, Health Clinics, Hospices, and Community Mental Health Centers. Mr. Kago was responsible for examining the information received from the Healthcare Cost Report Information System (HCRIS), evaluating the provider information, examining the acceptance of cost reports, and ensuring that the principal goal of the audits was met. The audit process for these entities included the review of each facility's characteristics, utilization data, cost and charges by cost center, Medicare settlement data, and financial statement data.

Quarterly Audits of Various Assets at Various Sites for the District of Columbia, Office of Finance and Treasury (OFT): Mr. Kago is currently serving as the audit manager on this engagement to conduct quarterly audits of inventory stocks at District of Columbia Cashiering Locations; inventory of gift cards stored within OFT and Department of Human Services (DHS) agency sites; and inventory of card stock stored at District-contracted EBT customer service distribution centers. These engagements include physical verification of inventory items against books and records, testing and assessment of related internal controls, testing of compliance with certain provisions of laws and regulations, and preparing audit reports for each location. This engagement is being conducted in accordance with Generally Accepted Government Auditing Standards, AICPA Guidelines, and applicable District of Columbia Government regulations. As an audit supervisor, his responsibilities include assisting with engagement strategy and planning, internal controls assessment, testing and analysis, staff supervision, and report preparation.

Financial Statement Compilation of the District of Columbia Health Benefit Exchange Authority: The District of Columbia Health Benefit Exchange Authority (the Authority) implements and administers a health care exchange program in the District of Columbia, in accordance with the Patient Protection and Affordable Care Act (the Affordable Care Act). Mr. Kago periodically serves as the audit manager on the financial statement compilations of the Authority, under a multi-year contract. In this capacity, he is responsible for the preparation of the financial statements, researching the application of GASB and other technical standards, preparing footnote disclosures and supplementary information, and providing audit support during the annual financial statement audit.

Financial Statement Audit of United Medical Center: United Medical Center is a 354-bed facility that serves as a primary community healthcare provider. The hospital conducts its financial activities, using enterprise fund accounting. Mr. Kago has served as the audit supervisor on four financial statement audits of the hospital. His key areas of responsibility included auditing revenue recognition; auditing the hospital's estimating model for determining contractual allowances, and allowances for uncollectible accounts; auditing third party payor settlements to ensure that estimates were reasonable, and in accordance with Medicare, Medicaid, and other regulations; and auditing medical malpractice claims and litigation liabilities, which included the analysis of loss run reports, legal representations, and the adequacy of financial statement disclosures. Mr. Kago also supervised staff on this engagement, provided technical guidance, and assisted in preparing audit and management reports. The audit was conducted in accordance with AICPA guidelines, Government Auditing Standards, Medicaid and Medicare guidelines, and other governing pronouncements.

Financial Statement Audit of Shore Memorial Hospital, New Jersey: Mr. Kago served as an audit senior/supervisor for three years, on the financial statement audit of Shore Memorial Hospital. The audit was conducted in accordance with AICPA Standards, and prevailing health care regulations. The objective of this engagement was to express an opinion as to whether the Hospital's financial statements were presented fairly, in all material respects. In this capacity, he was responsible for preparing and monitoring the engagement's budget; staff supervision; developing detailed audit programs; providing technical guidance to engagement staff; reviewing working papers; assessing compliance with laws and regulations; leading strategic level client meetings; reviewing audit findings; and preparing audit reports. Some of the major components of the audit that he was responsible for, included: accounts receivable, payroll, medical malpractice, workers compensation reserves, investments, derivatives, fixed assets, patient receivables and related contractual allowances, revenue recognition, and review of Medicare and Medicaid reimbursements.

James F. Danaher, CPA - Senior Audit Manager	
Years of Experience	38
Security Clearance	Secret - Granted by DSS Suitability - granted by Department of Homeland Security
Education	MBA, Accounting; Drexel University, 1983 BS, Bachelor of Science, Accounting; Villanova University, 1971
Certifications	Certified Public Accountant, Pennsylvania; April 1986 Member AICPA, PICPA

Selected Relevant Experience

Audit Manager on CARES Act Agreed-Upon Procedures Audit for the DOL-OIG:

The Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (P.L. 116-136) added the Pandemic Unemployment Assistance (PUA), the Pandemic Emergency Unemployment Compensation (PEUC), and the Federal Pandemic Unemployment Compensation (FPUC) Programs to existing unemployment insurance programs. Mr. Danaher recently served as an audit manager on an agreed-upon-procedures audit for the US Department of Labor - Office of Inspector General; to audit the PUA, PEUC, and FPUC Programs, as implemented by the state of North Carolina. The scope of this engagement included compiling and assessing data related to the state's implementation of the unemployment insurance (UI) provisions of the CARES Act. This engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants, Generally Accepted Government Auditing Standards, and the provisions of the CARES Act. The scope of this engagement covered CARES Act-related unemployment benefits for the period of March 27, 2020 through July 31, 2020. As an audit manager, Mr. Danaher was responsible for engagement planning, fieldwork, reporting, client relationship management, overall staff supervision, and communication. This engagement resulted in the issuance of an agreed-upon procedures report identifying noted findings, resulting from our applied procedures.

Senior Manager on Price Proposal Audits for the TSA: Mr. Danaher recently served as the Senior Manager on two pre-award price proposal audits for the TSA. These audits were of proposals in excess of \$680M. The audits were performed in accordance with the Contracting Officer's instructions, FAR provisions, the DCAA CAM, and the requirements of the solicitation.

Senior Manager on Contractor Incurred Cost Submission Audits for the Federal Transit Administration: Mr. Danaher recently served as the overall Audit Manager on three years of incurred cost submission audits of a contractor, for the TSA. The audits were conducted in accordance with GAGAS, FAR, the provisions of the CAM, and Defense FAR Supplement (DFARS).

Senior Manager on Contractor Incurred Cost Audit for NASA: Mr. Danaher has served as the audit manager on a multi-year contractor audit for NASA. The audit was conducted in accordance FAR provisions, the provisions of the CAM, and GAGAS.

Senior Manager on Incurred Cost Audits for the Volpe Center (four contractors): Mr. Danaher recently served as the audit manager on numerous contractor audits for the Volpe Center. This contractual engagement also included five years of contract closeout activities for one additional contractor. These engagements were performed in accordance with FAR and CAS provisions, the provisions of the FAM, and the provisions of the respective contracts.

Branch Chief and Chief of Technical Programs at Defense Contract Audit Agency: Over his long career at DCAA, Mr. Danaher served in a senior capacity on numerous audit and review engagements. He has also held several senior positions at DCAA. Some of this experience is summarized below:

Incurred Cost Audit of a Gaithersburg, MD Contractor: Mr. Danaher was the branch manager of this multi-division large Federal contractor, which had at least \$2.5 billion of annual cost reimbursable contracts with various Federal government agencies. He was responsible for all audits at this contractor. He managed a staff of approximately 30 auditors; to accomplish the required workload.

Audits of Forward Pricing Bid Rates: Mr. Danaher was responsible for the annual audit of a major LM division's forward pricing bid rates. This LM division prepared indirect and direct labor bidding rates, which it utilized throughout the year, for government contract proposal purposes. These complex projections were subject to audit, to ensure that contractor budgets and estimates were based on current financial data, and considered the impact of potential new awards at all of the division's many locations.

Audits of Contractor Proposals: Mr. Danaher has audited numerous proposals during his career. These include many different types of contracts; firm-fixed-price (FFP), cost-plus-fixed fee (CPFF), cost plus award fee, IDIQ, etc. For example; CPFF proposals for technical computer engineering for satellite launches and space monitoring, with values in excess of \$500M.

Audits of Terminations: Mr. Danaher has served on several termination audits. His team audited a \$215M contract termination, and questioned \$27.5M. The audit involved multiple locations, and coordination with several DCAA offices. Mr. Danaher provided technical support to the TCO, to ensure that the TCO was kept informed of the audit issues. Mr. Danaher's FAO was involved in a \$3B contract termination, which required

extensive interaction with the contractor, TCO, and other DCAA offices. His experience includes:

- **Investigative Support:** Mr. Danaher was responsible for establishing a new Investigative Support Division in his DCAA region.
- **Detachment Audit Manager:** In this capacity, Mr. Danaher managed the audit activities of various entities.
- **Special Projects Branch Manager: Mr. Danaher** initiated this position at the request of the Director, FD; to identify, manage, and resolve issues/weaknesses in various FD FAOs.
- **Chief of Technical Programs Division:** In this capacity, Mr. Danaher was responsible for audit policies and procedures for the DCAA FD Region, a national audit region.
- **Branch Manager:** In this capacity, Mr. Danaher managed the audit activities of 30 auditors and administrative personnel in Valley Forge, PA.

Samson Estifanos, CPA, Audit Manager		
Years of Experience	18	
Education	MBA, University of Natal, 2003 Bachelor of Arts, Accounting, University of Asmara, 1999	
Certifications	1420 Association of Chartered Certified Accountants (ACCA), UK 1421 Certified Public Accountant - State of Virginia; August 2018	

Selected Relevant Experience

Technical Audit Manager on Three CARES Act Agreed-Upon Procedures Audits for the DOL-OIG: The Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (P.L. 116-136) added the Pandemic Unemployment Assistance (PUA), the Pandemic Emergency Unemployment Compensation (PEUC), and the Federal Pandemic Unemployment Compensation (FPUC) Programs to existing unemployment insurance programs. Mr. Estifanos recently served as a technical audit manager on three agreed-upon-procedures audits for the US Department of Labor - Office of Inspector General; to audit the PUA, PEUC, and FPUC Programs, as implemented by the states of Texas, North Carolina, and Georgia. The scope of these engagements included compiling and assessing data related to each state's implementation of the unemployment insurance (UI) provisions of the CARES Act. These engagements were conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants, Generally Accepted Government Auditing Standards, and the provisions of the CARES Act. The scope of these engagements covered CARES Act-related unemployment benefits for the period of March 27, 2020 through July 31, 2020. As the technical audit manager, Mr. Estifanos was responsible for the technical review and compliance of all phases of the engagements, including assuring compliance with prevailing technical pronouncements and contract requirements. Each engagement resulted in the issuance of an agreed-upon procedures report identifying noted findings, resulting from our applied procedures.

Audit Supervisor on Incurred Cost Submission Audits of a Contractor, and Indirect Cost Rate Review of a Grantee for the National Oceanic & Atmospheric Administration (NOAA): Mr. Estifanos recently served as an audit supervisor, on six years of incurred cost submission audits of a contractor; and an indirect cost rate review of a grantee; for NOAA. The scope of these engagements included conducting planning, fieldwork, and reporting, relative to the auditee/awardee's compliance with government regulations; determining the allowability of cost incurred; and the development of auditor recommended indirect rates. The audits and review were conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS); Federal Acquisition Regulation (FAR); the provisions of the CAM; Defense FAR Supplement (DFARS); 2 CFR 200, 48 Code of Federal Regulations, Chapter 13-Commerce Acquisition Regulation (CAR); and Commerce Acquisition Manual (CAM).

Audit Manager on Incurred Cost Submission Audits of Contractors, for the National Aeronautics and Space Administration (NASA): Mr. Estifanos is currently performing numerous incurred cost submission audits of contractors, for NASA. The scope of the audits includes conducting planning, fieldwork, and reporting, relative to contractors' compliance with government regulations; determining the allowability of cost incurred; and the development of indirect rates. The audits are being conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS), Federal Acquisition Regulation (FAR), the provisions of the DCAA CAM, Defense FAR Supplement (DFARS), the NASA FAR Supplement, AICPA SSAE 18, and the specific provisions of the contracts.

Audit Manager on Monthly Audits of Various Assets at Various Sites, for the District of Columbia, Office of Finance and Treasury (OFT): Mr. Estifanos is currently serving as an audit manager on this engagement to conduct monthly audits of inventory stocks at various District of Columbia Cashiering Locations; inventory of gift cards stored within vaults at OFT and Department of Human Services (DHS) agency sites; and inventory of card stock stored at District-contracted EBT customer service distribution centers. These engagements include physical verification of inventory items, against books and records; testing and assessment of related internal controls; testing of compliance with certain provisions of laws and regulations; and preparing audit reports for each location. These engagements are being conducted in accordance with GAGAS, AICPA Guidelines, and applicable District of Columbia Government regulations. As an audit supervisor, his responsibilities include assisting with engagement strategy and planning, internal controls assessment, testing and analysis, staff supervision, and report preparation.

Audit Manager on Indirect Cost Rate Reviews of 24 Contractors, for the DC Water and Sewer Authority: Mr. Estifanos recently served as an audit manager on Indirect Cost Rate Reviews of 24 contractors. The objective of these engagements was to determine whether the forward pricing indirect rates proposed by the individual contractors were acceptable as a basis for negotiating a fair and reasonable contract price. These engagements were conducted in accordance with the provisions of FAR Part 31, *Contract Cost Principles and Procedures*; FAR Part 30, *Cost Accounting Standards*; FAR Part 42, *Contract Administration and Audit Services*; FAR Part 52, *Solicitation Provisions and Contract Clauses*; DCAA Contract Audit Manual (CAM)-DCAAM 7640.1; Generally Accepted Government Auditing Standards (GAGAS); AICPA Guidelines; and specific DC Water contract requirements. Mr. Estifanos' tasks included overall planning, risk assessment, testing and analysis, and report preparation.

Auditor on Financial Statements Audit of Franklin Redevelopment & Housing Authority (FRHA): FRHA was established by the Council of the City of Franklin, as a political subdivision of the Commonwealth of Virginia. FRHA operates four housing

programs: Family Self Sufficiency Program, Section 8 Program, Rental Assistance Demonstration (RAD) Program, and Business Activity Program. Mr. Estifanos has served as an auditor on the financial statements audit of FRHA. The audit was conducted in accordance with Government Auditing Standards; Uniform Financial Reporting Standards, issued by the U.S. Department of Housing and Urban Development; and the Schedule of Expenditure of Federal Awards, required by the Office of Management and Budget's Uniform Guidance. Mr. Estifanos' responsibilities on this engagement included planning, fieldwork, and reporting.

Other Housing Authorities - Financial Statements Audit Experience: In addition to the housing authority financial statement audit identified above, Mr. Estifanos has conducted the following financial statement audits identified below. These audits included assessments of the existing housing programs that were administered by those entities:

- Financial Statements Audit of the Housing Authority of the City of Piedmont, WV
- Financial Statements Audit of the Housing Authority of the County of Raleigh, WV
- Financial Statements Audit of the Housing Authority of the City of Keyser, WV
- Financial Statements Audit of the Housing Authority of the City of Dunbar, WV
- Financial Statements Audit of the Housing Authority of the City of St. Albans, WV

Jatana Coleman, MAFM, CPA, CGFM, CICA

Audit Manager

		CURRENT POSITION	Audit Manager
EDUCATION	Bachelor of Science (B.S.) in Accounting, Chicago State University - May, 2007 Master of Accounting and Financial Management, Chicago, IL - December, 2009		
PROFESSIONAL CERTIFICATIONS	Certified Public Accountant (CPA), Certified Government Financial Manager (CGFM), Certified Internal Controls Auditor (CICA)		
RELEVANT SOFTWARE EXPERIENCE	- Proficiency in MS Office - ProSystem fx Engagement, TeamMate (Audit Workpaper Software)		
SECURITY CLEARANCE	N/A		
YEARS OF EXPERIENCE	TOTAL: 12	AUDIT: 12	CFO ACT: 1
		OFFICE LOCATION	Washington, DC

Selected Relevant Experience

Audit Manager on Two CARES Act Agreed-Upon Procedures Audits for the DOL-OIG: The Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (P.L. 116-136) added the Pandemic Unemployment Assistance (PUA), the Pandemic Emergency Unemployment Compensation (PEUC), and the Federal Pandemic Unemployment Compensation (FPUC) Programs to existing unemployment insurance programs. Ms. Coleman recently served as an audit manager on two agreed-upon-procedures audits for the US Department of Labor - Office of Inspector General; to audit the PUA, PEUC, and FPUC Programs, as implemented by the states of Texas, and Georgia. The scope of these engagements included compiling and assessing data related to each state's implementation of the unemployment insurance (UI) provisions of the CARES Act. These engagements were conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants, Generally Accepted Government Auditing Standards, and the provisions of the CARES Act. The scope of these engagements covered CARES Act-related unemployment benefits for the period of March 27, 2020 through July 31, 2020. As an audit manager, Ms. Coleman was responsible for engagement planning, fieldwork, reporting, client relationship management, overall staff supervision, and communication. Each engagement resulted in the issuance of an agreed-upon procedures report identifying noted findings, resulting from our applied procedures.

Financial Statement Audit of the State of Vermont: Ms. Coleman served as one of the Senior Engagement Managers on the overall financial statement audit of the primary government. The audit was conducted in accordance with Governmental Accounting Standards Board (GASB) principles and Generally Accepted Government Auditing Standards (GAGAS). Key areas of responsibility for the main financial statement audit included Investments, Accounts Receivable and Revenue, Workers Compensation, Unemployment Insurance, and financial reporting. She was also responsible for the

completion and oversight of various single audits of federal funds received by the Vermont Department of Education, Vermont Agency of Natural Resources, Vermont Department of Transportation, Vermont Department of Labor, Vermont Department Housing and Community Development, and the Vermont Department of Homeland Security.

Financial Statement Audits of the State of Delaware Department of Transportation and the Delaware Transit Corporation: Ms. Coleman served as the Senior Engagement Manager on these financial statement audits, including the related pension plan audits. The audits were conducted in accordance with Governmental Accounting Standards Board (GASB) principles and Generally Accepted Government Auditing Standards (GAGAS). Her responsibilities on this engagement included the overall planning and risk analysis, audit program development, staff supervision, and report writing.

Financial Statement Audit of Fairfax County, Virginia: Ms. Coleman served as the Lead Senior Engagement Manager on the overall financial statement audit; including the audits of the Fairfax County Employees Retirement Systems, Educational Employees Retirement System, Park Authority, the Economic Development Authority, and the Fairfax County Water Authority. Her responsibilities included the oversight and completion of the Virginia Auditor of Public Accounts (APA) compliance requirements and the audit of various federal funds, in accordance with the OMB Uniform Guidance. The audit was conducted in accordance with Governmental Accounting Standards Board (GASB) principles and Generally Accepted Government Auditing Standards (GAGAS). Her responsibilities also included the overall planning and risk analysis, audit program development, staff supervision, communication of the notice of findings and recommendations, and report writing.

Financial Statement Audit of the City of Norfolk, Virginia: Ms. Coleman served as the Lead Senior Engagement Manager on this overall financial statement audit; including the Parking, Water, Wastewater, and Stormwater Utility major proprietary funds, the Norfolk Employee Retirement System, and the Economic Development Authority. Her responsibilities included the oversight and completion of the Virginia Auditor of Public Accounts (APA) compliance requirements and the audit of federal funds, in accordance with the OMB Uniform Guidance.

Financial Statement Audit of the District of Columbia: Ms. Coleman served as one of the Engagement Managers on the overall financial statement, audit including the audit of the Pension and Other Post Employment Benefit (OPEB) plans and the Unemployment Compensation Fund. Key areas of focus on the main financial statement audit included Investments, Accounts Receivable and Revenue, Accounts Payable and Expenses, Procurement, Payroll/HR, and Journal Entries. She was also responsible for the completion and oversight of various single audits performed for the Department of

Transportation, Unemployment Compensation Fund, the Office of the State Superintendent of Education, Department of Housing and Community Development, and the Department of Human Services.

Financial Statement Audit of the City of Baltimore, Maryland: Ms. Coleman served as the Lead Engagement Manager on the overall financial statement audit, which included the Pension and Other Post Employment Benefit Plans. The audit was conducted in accordance with Governmental Accounting Standards Board (GASB) principles and Generally Accepted Government Auditing Standards (GAGAS). Her responsibilities on this engagement included the overall planning and risk analysis, audit program development, staff supervision, communication of notice of findings and recommendations, and report writing.

Financial Statement Audit of the U.S. Transportation Command, in Accordance with CFO Act of 1990: Ms. Coleman served as a Senior Manager on the financial statement audit of the U.S. Transportation Command (Transcom). The audit was conducted in accordance with Government Auditing Standards, OMB Circular A-136, and OMB Bulletin 15-02. In this capacity, she assisted the audit team with engagement planning, fieldwork, and reporting. Her areas of responsibility included expenditures, payables/other payables; and budgetary resources.

Incurred Cost Audit of Contracts and Grants for the Office of Contracting and Procurement (OCP): Ms. Coleman recently served as a compliance auditor on this engagement, the objectives of which were to determine whether costs incurred over various contracts and grant years, and claimed and billed to the OCP, were allowable, allocable, and reasonable. This audit included the examination of direct and indirect costs; and the application of provisional and final indirect rates. The audit was conducted in accordance GAGAS, 2 CFR 200, FAR Part 31, and the provisions of the grant agreements.

Adrian Torres, Audit Supervisor	
Education	MS, Human Relations and Business (Org. Development); Amberton University, 2008 BS, Accounting; Hampton University, 1990
Certifications	CMA, Parts 1&3, 2006
Security Clearance	Secret, Granted by DISCO
Years of Experience	20

Selected Relevant Experience

Audit Supervisor on CARES Act Agreed-Upon Procedures Audit for the DOL-OIG:

The Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (P.L. 116-136) added the Pandemic Unemployment Assistance (PUA), the Pandemic Emergency Unemployment Compensation (PEUC), and the Federal Pandemic Unemployment Compensation (FPUC) Programs to existing unemployment insurance programs. Ms. Torres recently served as an audit supervisor on an agreed-upon-procedures audit for the US Department of Labor - Office of Inspector General; to audit the PUA, PEUC, and FPUC Programs, as implemented by the state of North Carolina. The scope of this engagement included compiling and assessing data related to the state's implementation of the unemployment insurance (UI) provisions of the CARES Act. This engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants, Generally Accepted Government Auditing Standards, and the provisions of the CARES Act. The scope of this engagement covered CARES Act-related unemployment benefits for the period of March 27, 2020 through July 31, 2020. As an audit supervisor, Ms. Torres's responsibilities included assisting with planning and fieldwork, supervising junior staff, resolution of technical issues, and preparing the audit report. This engagement resulted in the issuance of an agreed-upon procedures report identifying noted findings, resulting from our applied procedures.

Audit Supervisor on Contractor Incurred Cost Submission Audits for NASA:

Ms. Torres recently served as an audit supervisor auditor on the incurred cost submission audits of over 10 contractors for NASA. These audits covered multiple years for each contractor; and had a total ADV of over \$2.8B. These audits were conducted in accordance with the FAR, AICPA Attestation Standards, CAS, the DCAA CAM, Government Auditing Standards, and the NASA FAR Supplement. As a audit supervisor on these engagements, her responsibilities included assisting with planning and risk assessment, supervising junior staff, resolution of technical issues, and assisting with report preparation.

Lead Auditor on Department of Justice, Money Laundering and Asset Recovery System (MLARS) Audits in accordance with the *Guide for Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies*, OMB A-133; and 2 CFR 200:

MLARS has oversight over state, local, and tribal law enforcement agencies that participate in the Federal equitable sharing program. Ms. Torres served as the Lead Auditor on a Compliance Review Team (CRT), where she supervised and performed desk reviews and on-site compliance audits that were designed to ensure participants' compliance with the *Guide's* provisions and the agency's jurisdictions' policies and procedures. Her duties included responsibilities for processing quarterly risk matrices, which were instrumental in developing the annual compliance review plan. As the lead reviewer, she led audit meetings, conducted risk analyses, documented business processes, supervised fieldwork, and conducted technical reviews of reports prepared by audit team members. Ms. Torres' responsibilities also included assisting with the development of recommendations that were designed to remediate the noted deficiencies; and reviewing corrective action plans to ensure compliance with the *Guide* and OMB Circular A-123's requirements. Ms. Torres' responsibilities additionally included monitoring of Federal Agencies' findings, where the audits were conducted by the Office of Inspector General (OIG) and the Office of Justice Programs (OJP). Her duties also included conducting training for senior management of participants, in circumstances where numerous audit findings or ineffective financial controls were noted.

Incurred Cost Audit of a Large Contractor's Contracts and Grants for USAID: Ms. Torres recently served as a senior auditor on this engagement, the objectives of which were to determine whether costs incurred over five contract and grant years, and claimed and billed to USAID; were allowable, allocable, and reasonable. This audit included the examination of direct and indirect costs; and the application of provisional and final indirect rates. The audit was conducted in accordance GAGAS, 2 CFR 200, FAR, and the provisions of the grant and contract agreements. This examination was also conducted in accordance with AICPA Examination Standards and GAGAS.

Senior Compliance Auditor on National Science Foundation (NSF) Grantee Audits: Ms. Torres served as a Senior Compliance Review Analyst, and was responsible for monitoring post-awards; testing internal controls, pursuant to the provisions of OMB A-133 and 2 CFR 200; and developing recommendations to universities and foundations that received NSF grants and cooperative agreements. In this capacity, she was responsible for engagement planning, risk analysis, supervision of fieldwork, testing and analysis, and reporting. Her other ongoing duties included monitoring the implementation of corrective action plans, proposing recommendations for noted deficiencies in internal controls and financial reporting, and conducting presentations and briefings to the Director of Compliance.

Change Management Specialist on a Project Management Office Standup for the Office of Internal Audit and Risk Assessment (IARA), Veteran Health Administration (VHA): Ms. Torres served as a Change Management Specialist with the VA's newly established Internal Audit and Risk Assessment (IARA) office, within VHA. In this capacity, she assisted the agency in conducting and documenting risk assessments, internal audit standards, and monitoring capabilities.

Auditor in Support of the Audit Resolution Work Group of the VHA Office of Community Care (OCC): Ms. Torres provided analytical and internal controls support to a \$14B project of the VA Office of Community Care, to establish an internal controls program that was designed to meet the requirements of the GAO Green Book and OMB Circular A-123. In this capacity, she assisted with evaluating the agency's current internal controls framework, against the Green Book's requirements; identified and documented control deficiencies; and made an overall determination as to whether the agency's internal controls components were compliant with the principles identified in the Green Book and the provisions of OMB Circular A-123. One of her significant accomplishments included playing a key role in the development of processes for identifying deficiencies, reporting weaknesses, and developing corrective actions for noted material weaknesses.

Cost Accounting Manager at Oceaneering, Inc. (CAS and FAR Compliance): Ms. Torres served as the Project Manager and Cost Accounting Manager of this submarine and ship repair government contractor. As the Cost Accounting Manager, she managed project analysts, who compiled, analyzed, and reported on assigned government contracts. She was also responsible for Oceaneering's cost accounting function, which included general ledger and job cost ledger activities, compliance with the Federal Acquisition Regulations, incurred cost submission preparation, and various aspects of contract compliance. She also developed overhead rates, direct labor forecasts, and annual budgets. Ms. Torres also supervised contract rate adjustments, contract closeouts, and reviews of requests for proposals and forward pricing. She also supervised the annual incurred cost submission audits from the Oceaneering perspective, and served as the Defense Contract Audit Agency liaison. In addition, Ms. Torres managed the month-end financial closing process, presented results of operations to senior management, and led efforts that were designed to document and test SOX compliance.

Government Compliance Cost Accountant at Huntington Ingalls (CAS and FAR compliance): Ms. Torres served as a Government Compliance Cost Accountant for this ship-building and repair government contractor. In this capacity, she was responsible for working with Subject Matter Experts in the development of Forward Rate Proposals, the negotiated Corporate Office Forward Rate Proposals, and the preparation of the annual incurred cost submission. She also acted as the DCAA, DCMA, and SOX liaison. She also facilitated and coordinated Government Contracting

training for new employees, and assisted with researching and writing cost accounting technical papers, and contract-related policies and procedures.

Government Compliance Consultant for Cypress Resources (CAS and FAR compliance): Ms. Torres served as a Government Compliance Consultant for this government contractor energy provider. In this capacity, she was responsible for assessing internal controls, and developing policies and procedures related to key components of the company's cost accounting systems. These components included budgeting and planning, labor accounting, and indirect and direct costs. Her duties also included conducting testing of financial statements, accounting reports, and internal controls; and developing recommendations in accordance with the Federal Acquisition Regulation and accounting principles generally accepted in the United States of America.

Senior Compliance Analyst for BAE Systems Ship Repair (CAS and FAR compliance): Ms. Torres served as a Senior Compliance Analyst for this ship repair government contractor. In this capacity, she prepared annual incurred cost submissions, developed overhead rate proposals, and updated the CAS Disclosure Statements. One of her significant special projects included performing a gap analysis of internal controls, and policies and procedures related to key components of a DCAA government accounting system audit. These components included budgeting, labor accounting, and indirect and direct costs. The review resulted in her updating the internal controls and business processes; and bringing them into compliance with contract, FAR, and CAS requirements. Ms. Torres also designed online LMS training modules for government accounting and compliance. She also managed the accounts receivable, accounts payable, and a payroll staff; and assisted with annual budget development and analysis. She was also a team member on the Deltek implementation, where she implemented the general ledger and accounts payable modules.

Senior Financial Analyst for Maersk Line Limited (CAS and FAR compliance): Ms. Torres served as the Senior Financial Analyst at this ship management government contractor. In this capacity, she managed the compliance staff that conducted DCAA government contract audit reviews, and she facilitated contract negotiations with contracting officers. She also prepared incurred cost submissions, reviewed indirect rates, and presented financial results to senior management. She also earned her Six Sigma Green Belt certification, while implementing process improvements and documenting business processes and procedures.

Alice Onwona

Audit Supervisor

		CURRENT POSITION	Audit Supervisor
EDUCATION	SOUTHEASTERN UNIVERSITY – LAKELAND, FL 2008 - 2011; BSc. Accounting & Finance LONDON SCHOOL OF BUSINESS & FINANCE August 2018 - Global MBA, Finance		
PROFESSIONAL CERTIFICATIONS	Association of Chartered Certified Accountants (ACCA), UK – Affiliate		
RELEVANT SOFTWARE EXPERIENCE	• Proficiency in MS Office Suite • Proficiency in IDEA (Data Analytics Software) • Proficiency in CaseWare Working Papers • Proficiency in CaseView		
YEARS OF EXPERIENCE	TOTAL: 8	AUDIT: 8	OFFICE LOCATION Washington, DC

Selected Relevant Experience

Audit Supervisor on CARES Act Agreed-Upon Procedures Audit for the DOL-OIG:

The Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (P.L. 116-136) added the Pandemic Unemployment Assistance (PUA), the Pandemic Emergency Unemployment Compensation (PEUC), and the Federal Pandemic Unemployment Compensation (FPUC) Programs to existing unemployment insurance programs. Ms. Onwona recently served as an audit supervisor on an agreed-upon-procedures audit for the US Department of Labor - Office of Inspector General; to audit the PUA, PEUC, and FPUC Programs, as implemented by the state of Texas. The scope of this engagement included compiling and assessing data related to the state's implementation of the unemployment insurance (UI) provisions of the CARES Act. This engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants, Generally Accepted Government Auditing Standards, and the provisions of the CARES Act. The scope of this engagement covered CARES Act-related unemployment benefits for the period of March 27, 2020 through July 31, 2020. As an audit supervisor, Ms. Onwona's responsibilities included assisting with planning and fieldwork, supervising junior staff, resolution of technical issues, and preparing the audit report. This engagement resulted in the issuance of an agreed-upon procedures report identifying noted findings, resulting from our applied procedures.

Incurred Cost Submission Audits of Contractors, for the National Aeronautics and Space Administration (NASA):

Ms. Onwona is currently serving as an audit supervisor on several incurred cost submission audits of contractors, for NASA, with a total ADV of approximately \$1.9B. The scope of the audits include conducting planning, fieldwork, and reporting, relative to contractors' compliance with government regulations; determining the allowability, allocability, and reasonableness of cost

incurred; and the development of auditor recommended indirect rates. The audits are being conducted in accordance with Generally Accepted Government Auditing Standards, the Federal Acquisition Regulation, the provisions of the DCAA CAM, Defense FAR Supplement (DFARS), the NASA FAR Supplement, AICPA Examination Standards, and the specific provisions of the contracts.

District of Columbia CAFR Audit: Ms. Onwona served as a senior auditor on the Government of the District of Columbia's (DC) Comprehensive Annual Financial Report (CAFR) audit for the 2019 fiscal year. The audit was conducted in accordance with Government Auditing Standards. As a senior auditor, Ms. Onwona provided guidance and assisted with walkthroughs and tests of operating effectiveness of internal control over purchase cards and fixed assets for various DC agencies. Her duties also included verifying compliance with the Financial Policies and Procedures Manual of the District of Columbia, Office of the Chief Financial Officer (OCFO); contracts and grant agreements; and other duties, as assigned. Ms. Onwona also audited stand-alone entities, including the DC Health Benefit Exchange Authority and the 911 Emergency Fund. Additionally, she performed substantive testing on Medicaid eligibility, Unemployment Insurance, and Other Post-Employment Benefits (OPEB). Ms. Onwona also prepared notifications of findings and recommendations (NFRs) related to noted internal control deficiencies.

Consolidated Bank, Ghana - Banking Supervision: On March 20, 2018, KPMG was appointed as the administrator of a private Ghanaian bank. As an audit senior on this engagement, Ms. Onwona was tasked with the responsibility of ascertaining the assets and liabilities of an assigned branch, as of March 20, 2018. Her responsibilities on this engagement also included providing support for daily operations, monitoring of operating performance, and providing monitoring support to the advisory team, for the purpose of preparing the 30-day report to regulators. In addition to the services above, Ms. Onwona was tasked as a team lead for the Consolidated Bank of Ghana (CBG), which was placed into receivership. On this assignment she was responsible for conducting loan recovery procedures, which included assessment of the associated loan collateral; and initiating recovery procedures, based on the nature of the collateral. Her lead responsibilities also included preparing loan recoverability reports for the receiver and regulators. Ms. Onwona also provided support to other loan teams at an additional five banks; and reviewed the impairment for Beige Bank, including ensuring that the underlying data used in the impairment calculation was adequately supported.

Ms. Onwona also oversaw branch closure tasks for certain bank branches. This included confirmation of assets at various branches, ensuring bank data security, and implementing measures to ensure that the assets were safeguarded prior to being auctioned.

Financial Statement Audit and Group Reporting for Zenith Bank: On this engagement, Ms. Onwona initially served as a junior team member and, subsequently, a supervisor/deputy audit manager. These annual audits were conducted in accordance with the International Standards of Auditing (ISA), as issued by the International Federation of Accountants (IFAC), through the International Auditing and Assurance Standards Board (IAASB). The objective of these audits was to express an opinion on whether the financial statements were in accordance with International Financial Reporting Standards (IFRS). As the supervisor on this engagement, she oversaw engagement planning, fieldwork, and reporting. In this capacity, she had responsibility for overseeing the audit of such areas as cash, fixed assets, other income, investments, loans, preparation of group reports, and other tasks. Her duties also included presenting the audit findings to the Audit Committee. She also completed all tasks within the agreed-upon deadlines, making Zenith Bank the first bank to have its financial statements published in the national newspapers in 2018.

Verification of European Union Expenditures Under Projects Awarded to the Nature & Development Foundation (NDF): NDF received funds from the European Union, to implement projects that seek to enhance the capacity of Non-State Actors in monitoring initiatives to reduce deforestation and forest degradation. Ms. Onwona served as the supervisor on this incurred cost verification engagement, where she supervised two staff members. Her duties on this engagement included conducting risk assessment procedures and overall engagement planning, conducting engagement acceptance procedures on this first-year client, overseeing fieldwork, and reporting.

Financial Statement Audit of Teach for Ghana (TFG): Ms. Onwona served as the manager on the 2017 financial statement audit of the TFG. The audit was conducted in accordance with the International Standards of Auditing (ISA), as issued by the International Federation of Accountants (IFAC), through the International Auditing and Assurance Standards Board (IAASB). The objective of the audit was to express an opinion on whether the financial statements were in accordance with International Public Sector Accounting Standards (IPSAS). As the manager, Ms. Onwona completed risk assessment procedures, assessed internal controls and compliance with laws and regulations, and also supervised fieldwork. Her duties also included reviewing workpapers, the financial statements, and the management report findings; prior to the partner's review.

Financial Statement Audit of Anglican Diocese of Accra (ADOA): Ms. Onwona served as the manager on the 2017 financial statement audit of the ADOA. The audit was conducted in accordance with International Standards of Auditing (ISA), as issued by the International Federation of Accountants (IFAC), through the International Auditing and Assurance Standards Board (IAASB). The objective of the audit was to express an opinion on whether the financial statements were in accordance with International Financial Reporting Standards (IFRS). As the manager, Ms. Onwona was responsible

for the completion risk assessment procedures, and assessment of internal controls and compliance with laws and regulations. She also supervised fieldwork and reporting. On this engagement, she supervised a staff of four and was responsible for the technical review of workpapers, the financial statements, and the management report findings. One of her significant accomplishments on this engagement was working with the client and subject matter experts on the incorporation of the End of Service Benefits (ESB) in the financial statements.

Financial Statement Audit of the Ghana Cocoa Board (Cocobod): Ms. Onwona served as an in-charge and senior auditor on the inventory verification and the financial statement audit engagements, respectively. This engagement included the observation of a nation-wide inventory count of cocoa beans and other inventory, prior to the financial statement audit. The reporting framework employed by the client was the International Financial Reporting Standards (IFRS). Since the inventory was a material line item in the client's financial statements, the engagement included the confirmation of the existence of the inventory, and whether or not the inventory was damaged, for the purpose of determining whether impairment needed to be recognized. This engagement required the deployment of staff to numerous inventory locations, and determining the existence and value of the items.

During the financial statement audit component of this engagement, Ms. Onwona was also responsible for auditing local and foreign sales of the company, and providing guidance to junior team members working on cash and other assets, including fixed assets.

Financial Statement Audits, Group Reporting and Expenditure Verification of Tropenbos Ghana International: Ms. Onwona served a key team member during four years working on these audits. During the first two years, the audits were conducted in accordance with International Standards of Auditing (ISA), as issued by the International Federation of Accountants (IFAC), through the International Auditing and Assurance Standards Board (IAASB). The objective of the audits was to express an opinion on whether the financial statements were in accordance with the Ghana National Accounting Standards (GNAS). On these engagements, Ms. Onwona was assigned the tasks of preparing the risk assessment, preparing staff for fieldwork, and overseeing other aspects of engagement planning. In addition to the main financial statement audit, Ms. Onwona was responsible for reporting to the Group, Stitching Tropenbos International, and preparing two separate expenditure verification reports for the European Union-funded projects. She oversaw a team of two staff and ensured that the reports were prepared in a timely manner.

During her third year on this engagement, the client transitioned to the International Public Sector Accounting Standards (IPSAS). As a result, Ms. Onwona was tasked with reviewing the financial statements to ensure that all captions had been presented

appropriately; and that restatements, as a result of the new framework, had been accurately incorporated into the financial statements. In addition to the two European Union-funded projects, the client received additional funding from a Danish organization. This required separate reporting, for which Ms. Onwona prepared the findings report for the senior manager's review.

Towards the end of the third year, the client requested a special audit, since it sought to be an independent entity and no longer be associated with the parent – Stitching Tropenbos International. The purpose of the audit was to ascertain the completeness, accuracy, and existence of the intercompany balances; to ensure proper settlement. The financial statements were audited as of the cut-off date, and findings were presented in a report to the Group.

Appendix- B – AICPA Peer Review



Michael Solakian, CPA
P.O. Box 716
North Branford, Connecticut 06471 USA

EMAIL: solakian@solakiancpa.com

Report on the Firm's System of Quality Control

December 13, 2017

To the Stockholders of Regis & Associates, PC and
the Peer Review Committee of the Virginia Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Regis & Associates, PC (the firm) in effect for the year ended June 30, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

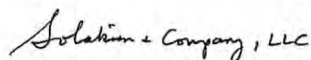
Required Selections and Considerations

Engagements selected for review included an engagement performed under *Government Auditing Standards*.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Regis & Associates, PC in effect for the year ended June 30, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiencies* or *fail*. Regis & Associates, PC has received a peer review rating of *pass*.



Solakian & Company, LLC

Appendix- C – Regis & Associates, PC CPA License



Pages 125 through 126 redacted for the following reasons:

Vendor Requested Financial Information



Management Consultants &
Certified Public Accountants

**General Services Administration
Federal Supply Schedule**

Authorized Federal Supply Schedule Price List

MULTIPLE AWARD SCHEDULE

Schedule No.:

**FEDERAL SUPPLY GROUP: PROFESSIONAL
SERVICES**

Contract No.:

GS-00F-184CA

Contract Period:

July 7, 2015 to July 6, 2025

Option Modification No.

WVNTWDBT

Business Size:

Small Business

1420 K Street, NW Suite 910

Washington, DC, 20005

Tel: 202-296-7101

Fax: 202-296-7284

Email: peter.regis@regiscpa.com

www.regiscpa.com

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through *GSA Advantage!*, a menu driven database system.

The INTERNET address for *GSA Advantage!* is: GSAAdvantage.gov

For more information on ordering from Federal Supply Schedule, click on the FSS Schedules button at fss.gsa.gov

Table of Contents

Company Information	3
Broad Capabilities to Meet Government Agencies' Needs	3
Summary of Capabilities and Past performance	4
Customer Information	7
Pricing	9
Labor Category Descriptions	10

Company Information

Broad Capabilities to Meet Government Agencies' Needs

Far reaching and comprehensive mandates such as the Chief Financial Officers Act; the Government Performance and Results Act; OMB Circulars A-127, A-123, A-130; the Clinger-Cohen Act; the; the Accountability of Tax Dollars Act of 2002; the Computer Security Act of 1987; FASAB Standards; and other mandates have increased the demands for greater accountability by Federal financial and program managers. Additionally, budget constraints; the migration to enterprise-wide integrated financial management systems; competitive outsourcing; and the need to monitor Federal programs, activities and functions (particularly awards to third parties), have increased the need for Federal financial managers to accomplish more with limited resources.

The broad based expertise that we have gained in providing services to numerous Federal and State government agencies makes us uniquely qualified to meet the needs of financial and program managers. What we bring to our public and private sector clients is a commitment to excellence, and technically qualified professionals with relevant industry experience. Our expertise range from accounting services to auditing and enterprise security services. As evidenced by our representative client list, we serve governmental agencies throughout the United States. Below is a synopsis of just some of our capabilities.

Accounting & Financial Management Services

- Problem Disbursement Analysis & Resolution
- Assistance with Budget Formulation and Execution
- Accounting Support and Outsourcing
- Special Studies to Improve Accounting Operations
- FASAB Standards Implementation
- Audit Findings Resolution
- Financial Statement Preparation
- Assistance with Lease and Property Issues
- Federal Financial System (FFS) / Momentum Support
- Development and Implementation of Policies & Procedures
- Assistance with Year-end Closing

Program Support & Economic Analysis

- Cost Estimating and Modeling
- Cost Benefit Analysis Under Clinger-Cohen Act
- Development of Business Case Analysis
- Travel and Procurement Management Support
- Development and Implementation of Process Improvement Strategies
- GPRA Technical Assistance
- Litigation Support Services
- Mortgage Origination Reviews
- Grant and Contract Management Support
- Development of Risk-Based Program Assessments

Audit & Related Services

- Chief Financial Officers' Act Audits
- Auditability Assessments
- Audit Preparation Assistance
- Improper Payments Act Audits
- Contract and Grant Auditing and Close-Out
- Program Compliance Reviews
- Recovery Audits
- Internal Control Reviews
- Various Agreed-Upon Procedures Reviews
- Bank Examination

Enterprise System Assurance & Technology Services

- Enterprise Security Awareness Training Under FISMA
- Data Analysis and Migration
- Control Self Assessments - NIST Standards
- OMB Circular A-127, A-130, & A-123 Reviews
- Federal Financial System (FFS) and Momentum System Integration Assistance
- SAS 70 Reviews
- Business Continuity Planning
- Database Management & Help Desk Services

Summary of Capabilities and Past performance

Regis & Associates, PC possesses a wealth of experience in providing a broad range of accounting, auditing, and management consulting services to federal and state governments. We possess the resources and experience to assist your agency or organizational unit in many aspects of your financial and programmatic operations. Below is a summary of just some of the clients that we have successfully served:

Financial Management Support Services	Financial Management Support Services
• Year-end financial management assistance to the Department of Commerce • Financial Management Support Services to the Navy/AA, Navy CIO, the Naval Audit Service, and NCIS • Financial Statement Compilation for the Armed Forces Retirement Home • Accounting Support Services to the Broadcasting Board of Governors • Government Purchase Card Management Support Services to the Transportation Security Administration, under OMB Circular A-123 • Nationwide Accounting Support Services to the Federal Aviation Administration • Monitoring Support of HUD's Single Family Disposition Operations in three HOCs	• Nationwide Financial Management Support to the National Oceanic and Atmospheric Administration • Accounting Support Services to the Architect of the Capitol • Financial Management and OMB Circular A-123 Support Services to the Bureau of Census • Financial Management Support Services to the FAA's Accountable Property Function • Physical Inventory Services to the Department of Transportation-Working Capital Fund - TRANServe Program; and • Support Services to HUD, in Managing the Programs, Operations, and Financial Activities of a Housing Authority in Receivership • Financial Management and Administrative Support Services to the Federal Highway Administration

Auditing Services	Auditing Services
• SSAE 18 Audit of the DC Firefighters Peoplesoft Pension Application • Incurred cost audits of twenty contract years for the Volpe Center • Pre-Award Accounting Systems Review for the Volpe Center • Six years of Incurred Cost Submission Audits of Contractors, for the Federal Transit Administration • Incurred Cost Submission and Contract Close-out Audits of Contractors, for the Environmental Protection Agency • Several years of Incurred Cost Submission Audits for NASA • CAS Disclosure Statement Adequacy Review and Compliance Audit of a Contractor for USAID • Two contract and grantee audits for USAID • Two pre-award price proposal audits of \$630M	• Three Accounting System Reviews for the Federal Transit Administration • Price proposal audit for the Coast Guard • Accounting systems review of a contractor, for the DHS-Science and Technology Division • Large Contract audit for the DHS-Office of Contract Operations • Contract audit of large facilities maintenance contract, for the Architect of the Capitol • Forward pricing rate proposal audit, for the Federal Highway Administration • Multiple Contract Audits of Afghanistan Reconstruction Contractors, for the Special Inspector General for Afghanistan Reconstruction • Audits of FEMA Mission Assignments, for DHS • Grant and Contract Audits and Indirect Cost

manufacturing proposals, for the Transportation Security Administration • Construction contract audit for the Transportation Security Administration • Seven Contractor Accounting Systems Reviews, for the Federal Highway Administration • Seven Price Proposal audits for the Department of Veterans Affairs • Two Price Proposal audits for the Federal Transit Administration • Contract Audits for the Government National Mortgage Association (Ginnie Mae) • Contract Auditing Services for the Drug Enforcement Administration • Two contract Audits for the Federal Deposit Insurance Corporation • Government Purchase Card Auditing Services for the Defense Contract Management Agency, under OMB Circular A-123 • Improper Payment Auditing Services to HUD, in Accordance with the Improper Payments Elimination and Recovery Act of 2010 • Assessment of Internal Controls over Financial Reporting, for the GSA Federal Technology Service, under OMB Circular A-123 • Defense Travel Services Audit for the Defense Contract Management Agency • Grant and Contract Audits and Indirect Cost Rate Reviews of Grantees and Contractors, for the Department of State • Two Project-Based, Section-8 Billing Studies for HUD, under the Improper Payments Information Act of 2002 • Medicaid Contractor Cost Report Auditing Services for the Government of the District of Columbia • Government Purchase Card Auditing Services for the Broadcasting Board of Governors, under OMB Circular A-123 • Financial Statement Audit of the Federal Maritime Commission, in accordance with the CFO Act of 1990 • Financial Statement Audit of the National Council on Disability, in accordance with the CFO Act of 1990 • Financial Statement Audit of the Administrative Conference of the United States, in accordance with the CFO Act of 1990 • Audits of FEMA Mission Assignments, for DHS	Rate Reviews of Grantees and Contractors, for the Department of State • Auditing Services to the USDA–OIG, under the American Recovery and Reinvestment Act • Grant Auditing Services to the US Department of Energy–OIG, under the American Recovery and Reinvestment Act • Numerous Grant Audits of Federal Funding, for the Corporation for National and Community Service–OIG • Audits of Postal Installations, for the USPS–OIG • CFO Act Audit Coordination Services for the US Coast Guard • Audits of Postal Installations, for the USPS–OIG • Audit of the USDA–Rural Development's Credit Reform Process • Financial Statement Audit of the Department of the Interior – MMS, under the CFO Act • Audits of HUD Preservation Offices' Mark-to-Market Program's Restructuring Activities, and Audits of Rehabilitation Escrow Administrators' accounts • Bank and Thrift Examination Services for the OCC and OTS • Performance Audits of Emergency Preparedness Grants to States, for DHS • OMB Circular A-133 Auditing Services to the District of Columbia Department of Public Works • Performance Audit of the President's AIDS Initiative in Africa (PEPFAR), for the Department of State • Use of Data Mining Techniques to Assist the Special Inspector General for Iraq Reconstruction in Identifying Errors in Datasets, and Providing Auditability Assessment Services • Nationwide Representative Payee Audits for the Social Security Administration • Comprehensive Procurement Systems Review for the Securities and Exchange Commission–OIG; and • Agreed-upon Procedures Audits of Participating Administrative Entities under HUD's Mark-to-Market Program • Financial Statement Audit of the District of Columbia 529 College Savings Plan
•	•

Program Support and State & Local Govt. Services	Program Support and State & Local Govt. Services
• Financial and Administrative Support Services to the Federal Highway Administration • Program Support and Fiscal Agent Services to NOAA, for five Scholarship Programs • Equity Monitoring Support Services of HUD's 601 Accelerated Claims Disposition Program • On-site Reviews of HUD/FHA Mortgage Origination Lenders • Review and Management Assessment of a Public Housing Authority Participating in • HUD's Capital Fund Financing Program • Contract Closeout Services to the DHHS-ACF • Comprehensive Assessment of a Housing Authority's Moving-to-Work Program, for HUD • Analysis and Reconciliations of Numerous Federal Grants, for the DC Superintendent of Education	• Indirect Cost Rate Reviews for the DC Government • Financial Statement Compilation of the District of Columbia OPEB/Annuitants Health and • Life Insurance Trust Fund • Internal Control Reviews of the District of Columbia Water and Sewer Authority • Accounting Support and Year-end Closing Assistance to the University of the District of Columbia • Year-end Closing Support to the District of Columbia Public Schools • Unemployment Insurance Compliance Audits of Employers, for the DC Department of • Employment Services • Medical Entity Accounting Services and Close-out Services, for the District of Columbia Office on Aging

Customer Information

1a. Table of Awarded Special Item Number(s) with appropriate cross-reference to page numbers:

SIN	Recovery	SIN Description
522310	522310RC	Financial Advising, Loan Servicing and Asset Management Services
541219	541219RC	Budget and Financial Management Services
541214	541214RC	Payroll Services
531210	531210RC	Financial Asset Resolution Services
541611	541611RC	Management and Financial Consulting, Acquisition and Grants Management Support, and Business Program and Project Management Services
541211	541211RC	Auditing Services

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. N/A

1c. If the Contractor is proposing hourly rates a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. See pages 4 and following

2. Maximum Order: \$1,000,000.00

3. Minimum Order: \$100.00

4. Geographic Coverage (delivery Area): Domestic and Overseas

5. Point(s) of production (city, county, and state or foreign country): Same as company address

6. Discount from list prices or statement of net price: Government net prices (discounts already deducted).

7. Quantity discounts: N/A

8. Prompt payment terms: 0.5% 10 days; .25% 20 days, Net 30 Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9a. Notification that Government purchase cards are accepted up to the micro-purchase threshold: Yes

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold: Yes

10. Foreign items (list items by country of origin): N/A

11a. Time of Delivery (Contractor insert number of days): Specified on the Task Order

11b. Expedited Delivery. The Contractor will insert the sentence "Items available for expedited delivery are noted in this price list." under this heading. The Contractor may use a symbol of its choosing to highlight items in its price list that have expedited delivery: Contact Contractor

11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery: Contact Contractor

- 11d. **Urgent Requirements.** The Contractor will note in its price list the “Urgent Requirements” clause of its contract and advise agencies that they can also contact the Contractor’s representative to effect a faster delivery: Contact Contractor
12. **F.O.B Points(s):** Destination
- 13a. **Ordering Address:** Same as Contractor
- 13b. **Ordering procedures:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s) are found in Federal Acquisition Regulation (FAR) 8.405-3.
14. **Payment address:** Same as company address
15. **Warranty provision:** Contractor’s standard commercial warranty.
16. **Export Packing Charges (if applicable):** N/A
17. **Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level):** Contact Contractor
18. **Terms and conditions of rental, maintenance, and repair (if applicable):** N/A
19. **Terms and conditions of installation (if applicable):** N/A
20. **Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable):** N/A
- 20a. **Terms and conditions for any other services (if applicable):** N/A
21. **List of service and distribution points (if applicable):** N/A
22. **List of participating dealers (if applicable):** N/A
23. **Preventive maintenance (if applicable):** N/A
- 24a. **Environmental attributes, e.g., recycled content, energy efficiency, and/or reduced pollutants:** N/A
- 24b. **If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contactor’s website or other location.) The EIT standards can be found at:** www.Section508.gov/.
25. **Data Universal Numbering System (DUNS) number:** 948269196
26. **Notification regarding registration in System for Award Management (SAM) database:** Registered

Pricing

The rates shown below include the Industrial Funding Fee (IFF) of 0.75%.

SIN	Awarded Labor Category	Minimum Education	Minimum Experience	Contractor/ Customer Site	GSA Awarded Hourly Rate Year 6	GSA Awarded Hourly Rate Year 7	GSA Awarded Hourly Rate Year 8	GSA Awarded Hourly Rate Year 9	GSA Awarded Hourly Rate Year 10
541611/541611R C	Partner	Bachelors	10	Both	\$133.36	\$135.89	\$138.47	\$141.10	\$143.79
541611/541611R C	Senior Manager	Bachelors	10	Both	110.46	112.56	114.70	116.88	119.10
541611/541611R C	Manager	Bachelors	8	Both	94.18	95.97	97.79	99.65	101.54
541611/541611R C	Supervisor /Senior	Bachelors	6	Both	70.92	72.27	73.64	75.04	76.47
541611/541611R C	Senior Functional Expert	Masters	10	Both	104.64	106.63	108.65	110.72	112.82
541611/541611R C	Program Manager	Bachelors	10	Both	150.26	153.11	156.02	158.98	162.00
541611/541611R C	Assistant Program Manager	Bachelors	7	Both	91.15	92.88	94.64	96.44	98.27
541611/541611R C	Senior Training Instructor	Bachelors	4	Both	81.03	82.57	84.14	85.73	87.36
541611/541611R C	Business Analyst II	Bachelors	5	Both	109.66	111.74	113.87	116.03	118.23
541611/541611R C	Business Analyst	Bachelors	3	Both	81.03	82.57	84.14	85.73	87.36
541611/541611R C	Training Program Coordinator	Bachelors	4	Both	109.44	111.52	113.64	115.80	118.00
522310, 531210, 522310, 541211, 541219, 541214, 541611	Partner	Bachelors	12	Both	180.68	184.11	187.61	191.17	194.81
522310, 531210, 522310, 541211, 541219, 541214, 541611	Senior Manager	Bachelors	10	Both	149.65	152.49	155.39	158.34	161.35
522310, 531210, 522310, 541211, 541219, 541214, 541611	Manager	Bachelors	6	Both	127.59	130.01	132.48	135.00	137.57
522310, 531210, 522310, 541211, 541219, 541214, 541611	Supervisor/Senior	Bachelors	4	Both	96.08	97.91	99.77	101.66	103.59
522310, 531210, 522310, 541211, 541219, 541214, 541611	Senior Auditor	Bachelors	2	Both	81.13	82.67	84.24	85.84	87.47
522310, 531210, 522310, 541211, 541219, 541214, 541611	Staff Auditor	Bachelors	1	Both	64.58	65.81	67.06	68.33	69.63
522310, 531210, 522310, 541211, 541219, 541214, 541611	Information Systems Auditor	Bachelors	3	Both	133.90	136.44	139.03	141.67	144.37

SIN	Awarded Labor Category	Minimum Education	Minimum Experience	Contractor/ Customer Site	GSA Awarded Hourly Rate Year 6	GSA Awarded Hourly Rate Year 7	GSA Awarded Hourly Rate Year 8	GSA Awarded Hourly Rate Year 9	GSA Awarded Hourly Rate Year 10
541611									
522310, 531210, 522310, 541211, 541219, 541214, 541611	Senior Functional Expert	Bachelors	10	Both	141.77	144.47	147.21	150.01	152.86
522310, 531210, 522310, 541211, 541219, 541214, 541611	Senior Systems Accountant	Bachelors	4	Both	121.67	123.98	126.34	128.74	131.18
522310, 531210, 522310, 541211, 541219, 541214, 541611	Systems Accountant	Bachelors	2	Both	93.81	95.59	97.40	99.25	101.14
541219, 541611	Partner	Bachelors	12	Both	180.73	184.17	187.67	191.23	194.86
541219, 541611	Manager	Bachelors	6	Both	114.46	116.64	118.85	121.11	123.41
541219, 541611	Supervisor/Analyst	Bachelors	4	Both	94.66	96.46	98.29	100.16	102.06
541219, 541611	Senior Accountant	Associates	2	Both	75.13	76.56	78.01	79.49	81.00
541219, 541611	Staff Accountant	Bachelors	1	Both	65.40	66.65	67.91	69.20	70.52
541219, 541611	Accounting Technician	Associates	2	Both	44.40	45.24	46.10	46.98	47.87

Labor Descriptions

Labor Category Descriptions

Audit SINS (541211)

Audit Partner

Minimum experience includes 12 years of experience in audit and accounting (including 3 years of government experience), Bachelors Degree, CPA License, 80 hours of continuing professional education and training in the past two years that meets the government CPE requirements. Subject matter expertise shall include any of the following: the CFO Act; Federal Managers' Financial Integrity Act and its implementing guidelines; OMB Circular A-123, Management's Responsibility for Internal Control; the Federal Financial Management Improvement Act, AICPA Standards; Budget Formulation and Execution; Financial Systems Integration; and other statutes governing financial management. At least 24 of the 80 hours of continuing education and training must be in subjects related to the government environment and to government auditing.

Senior Audit Manager

Minimum experience includes 10 years of audit or accounting experience (including 2 years of government experience), Bachelors Degree, CPA Certification, and 80 hours of continuing professional education and training in the past two years that meets the government CPE requirements. Subject matter expertise shall include any of the following: the CFO Act; Federal Managers' Financial Integrity Act and its implementing guidelines; OMB Circular A-123, Management's Responsibility for Internal Control; the Federal Financial Management Improvement Act; AICPA Standards; Budget Formulation and Execution; Financial Systems Integration; and other statutes governing financial management. At least 24 of the 80 hours of continuing education and training must be in subjects related to the government environment and to government auditing.

Audit Manager

Minimum experience includes 6 years of audit and/or accounting experience, Bachelors Degree, CPA Certification, and 80 hours of continuing professional education in the past two years that meets the government CPE requirements. Subject matter expertise shall include any of the following: the CFO Act; Federal Managers' Financial Integrity Act and its implementing guidelines; OMB Circular A-123, Management's Responsibility for Internal Control; the Federal Financial Management Improvement Act; AICPA Standards; Budget Formulation and Execution; Financial Systems Integration; and other statutes governing financial management. At least 24 of the 80 hours of continuing education and training must be in subjects related to the government environment and to government auditing.

Audit Supervisor

Minimum experience includes 4 years of audit and/or accounting experience, Bachelor's degree, and 80 hours of continuing professional education and training in the past two years that meets the government CPE requirements. Subject matter expertise shall include any of the following: the CFO Act; Federal Managers' Financial Integrity Act and its implementing guidelines; OMB Circular A-123, Management's Responsibility for Internal Control; the Federal Financial Management Improvement Act; AICPA Standards; Budget Formulation and Execution; Financial Systems Integration; and other statutes governing financial management. At least 24 of the 80 hours of continuing education and training must be in subjects related to the government environment and to government auditing.

Audit Senior

Minimum experience includes at least 2 years of audit and/or accounting experience, Bachelors Degree, and 80 hours of continuing professional education in the past two years that meets the government CPE requirements. Subject matter expertise shall include any of the following: the CFO Act; Federal Managers' Financial Integrity Act and its implementing guidelines; OMB Circular A-123, Management's Responsibility for Internal Control; the Federal Financial Management Improvement Act; AICPA Standards; Budget Formulation and Execution; Financial Systems Integration; and other statutes governing financial management. At least 24 of the 80 hours of continuing education and training must be in subjects related to the government environment and to government auditing.

Staff Auditor

No minimum work experience, Bachelors Degree, and 80 hours of continuing professional education in the past two years that meets the government CPE requirements. At least 24 of the 80 hours of continuing education and training must be in subjects related to the government environment and to government auditing.

Information Systems Auditor

Minimum experience includes 3 years of experience in EDP auditing, Bachelor's Degree, and 80 hours of continuing professional experience in the past two years that meets the government CPE requirements. Provides specialized knowledge that helps plan the information systems portion of the engagement. Identifies appropriate information systems substantive testing, provides insight into potential information systems risks, and tests information systems security. At least 24 of the 80 hours of continuing education and training must be in subjects related to the government environment and to government auditing.

Senior Functional Expert

Minimum experience includes 10 years of experience in the field of financial management, accounting, cost estimating, FISMA, business process improvement, financial systems, information technology applications, economics, statistics, or related fields. Possesses a B.A, B.S., or advanced degree or specialized field certifications such as: CISSP, CGFM, CPA, CISA, CISM, or equivalent. Duties include problem definition, analysis, and development of solutions related to complex financial, operational, or systems issues. This may include analysis, evaluations, and remediation of financial management systems, which may include: information systems architecture assessments, risk management, life-cycle management, modeling and simulation, and complex statistical modeling and analysis.

Senior Systems Accountant

Minimum experience includes 4 years of experience in any of the following: financial systems integration, systems maintenance, systems security, systems design, disaster recovery, data extraction and analysis, and system performance evaluation. Possesses a Bachelor's Degree, and has 80 hours of continuing professional experience in the past two years that meets the government CPE requirements. At least 24 of the 80 hours of continuing education and training must be in subjects related to the government environment.

Systems Accountant

Minimum experience includes 2 years of experience in any of the following: financial systems integration, systems maintenance, systems security, systems design, disaster recovery, data extraction and analysis, and system performance evaluation. Possesses a Bachelor's Degree, and has 80 hours of continuing professional experience in the past two years that meets the government CPE requirements. At least 24 of the 80 hours of continuing education and training must be in subjects related to the government environment.

Accounting SINS (541219, 541611, and 541214)

Partner

Minimum experience includes 12 years of financial or business consulting experience. Demonstrated subject matter work expertise in Federal accounting or auditing matters. Such subject matter expertise shall include any of the following: the CFO Act; Federal Managers' Financial Integrity Act and its implementing guidelines; OMB Circular A-123, Management's Responsibility for Internal Control; the Federal Financial Management Improvement Act; AICPA Standards; Budget Formulation and Execution; Financial Systems Integration; and statutes governing internal controls. Duties include: the ability to solve complex Federal financial management issues, managing customer relations, and technical oversight of engagements. Education: Bachelor of Science or Arts Degree in Accounting, Management, or related fields.

Senior Manager - 541219 and 541214 (only)

Minimum experience includes 10 years of applicable financial or business consulting experience, including 3 year of management experience. Such subject matter expertise shall include any of the following: the CFO Act; FMFIA, OMB Circular A-123; the Federal Financial Management Improvement Act; AICPA Standards; Budget Formulation and Execution; Financial Systems Integration; and statutes governing internal controls. Assigns work tasks to team members; develops, maintains, and monitors sub-task work plans; performs issue resolution; provides updates on engagement progress to Partner; and helps draft final report. Also, conducts quality control inspections of deliverables and reviews, and approves all milestone documentation. Possesses a BS or BA degree in Accounting, Finance, Management, or related fields.

Manager

Minimum experience includes 6 years of applicable financial or business consulting experience, including 1 year of management experience. Such subject matter expertise shall include any of the following: the CFO Act; FMFIA, OMB Circular A-123; the Federal Financial Management Improvement Act; AICPA Standards; Budget Formulation and Execution; Financial Systems Integration; and statutes governing internal controls. Assigns work tasks to team members; develops, maintains, and monitors sub-task work plans; performs issue resolution; provides updates on engagement progress to Partner; and helps draft final report. Also, conducts quality control inspections of deliverables and reviews, and approves all milestone documentation. Possesses a BS or BA degree in Accounting, Finance, Management, or related fields.

Supervisor/ Analyst

Minimum experience includes 4 years of applicable financial or business consulting experience. Expertise shall include any of the following: the CFO Act; FMFIA, OMB Circular A-123; the Federal Financial Management Improvement Act; AICPA Standards; Budget Formulation and Execution; Financial Systems Integration; and other

statutes governing financial management. That individual analyzes and develops client solutions, prepares client deliverables, assigns tasks to junior staff, participates in planning of engagements, and ensures that deliverables are in compliance with the statement of work. Possesses a BS or BA degree in Accounting, Finance, Management, or related fields.

Senior Accountant

Minimum experience includes 2 years of applicable financial or business consulting experience. Experience shall include any of the following: Federal accounting and budgeting; internal controls; Federal financial systems; and other statutes governing financial management. That individual assists in the analysis and development of client solutions, prepares client deliverables, participates in the planning of engagements, and assists in ensuring that deliverables are in compliance with the statement of work. Possesses a BS or BA degree in Accounting, Finance, Management, or related fields.

Staff Accountant

No minimum experience required. That individual assists in the analysis and development of client solutions and client deliverables, participates in the planning of engagements, and assists in ensuring that deliverables are in compliance with the statement of work. Possesses a BS or BA degree in Accounting, Finance, Management, or related fields.

Accounting Technician

Minimum education includes 2 years of college or an Associates Degree and 2 years of experience. That individual conducts financial transaction processing, financial reconciliations and accounts maintenance, maintains customer relations, understands basic Federal or commercial financial management processes, and possesses good communication and software application skills.

Due Diligence SINS (522310, 531210, 541611)

Partner

Minimum experience includes 12 years of applicable financial or business consulting experience, including substantial experience in managing the business associated with client requirements. Industry experience may include: the mortgage and housing industries; securities; transportation; healthcare; defense; telecommunications; energy; technology; Federal, state, and local governments; education; and a broad range of Federal and commercial programs, activities, and functions. Has overall responsibility for ensuring that goals and objectives are accomplished within prescribed timeframe and funding parameters. Negotiates on behalf of the Firm, commits resources to projects, and ensures compliance with Firm policies and professional standards. Education: Bachelor of Science or Arts Degree.

Senior Manager

Minimum experience includes 10 years of analytical experience. That individual will organize and manage the project/program to ensure that all contractual obligations are fulfilled in an efficient and timely manner. Industry experience may include: the mortgage and housing industries; securities; transportation; healthcare; defense; telecommunications; energy; technology; Federal, state, and local governments; education; and a broad range of Federal and commercial programs, activities, and functions. Has the ability to manage multiple tasks; serve as point of contact with the Contracting Officers; formulate and enforce work standards; develop schedules; review work discrepancies; communicate policies and goals of the organization; and manage and control funds and resources. Education: Bachelor of Science or Arts Degree.

Manager

Minimum experience includes 6 years of analytical experience in finance, business, or related fields, with demonstrated ability to supervise or lead a team of analysts. Industry experience may include: the mortgage and

housing industries; securities; transportation; healthcare; defense; telecommunications; energy; technology; Federal, state, and local governments; education; and a broad range of Federal and commercial programs, activities, and functions. Serves as a group leader, ensuring that a group of analysts work in concert to meet analytical deliverables within the time frame specified by the customer, and that all of the requirements are met. Has expertise in either accounting principles, financial systems application standards, or business management practices. Education: Bachelor of Science or Arts Degree.

Supervisor/ Senior

Minimum experience includes 4 years in developing and applying analytic methodologies and principles, and is recognized as a leader in financial management functions and management consulting. Industry experience may include: the mortgage and housing industries; securities; transportation; healthcare; defense; telecommunications; energy; technology; Federal, state, and local governments; education; and a broad range of Federal and commercial programs, activities, and functions. That individual leads the application of analytic techniques and helps define project objectives and strategic direction. Responsible for providing leadership and vision to client and project teams around the methodology. Resolves complex problems, which require an in-depth knowledge of analytic methodologies and principles. Directs the activities of more junior staff, as necessary, on activities related to the application of analytical techniques and methodologies. Has demonstrated managerial and supervisory skills. Holds a Bachelor's Degree.

Senior Auditor

Minimum experience includes 2 years in developing and applying analytic methodologies and principles, and has demonstrated skills in financial management functions and management consulting. Industry experience may include: the mortgage and housing industries; securities; transportation; healthcare; defense; telecommunications; energy; technology; Federal, state, and local governments; education; and a broad range of Federal and commercial programs, activities, and functions. That individual applies analytic techniques in the evaluation of project objectives, and contributes to the implementation of strategic direction. Performs functions, including data collection, interviewing, data modeling, project testing, and creation of performance measurements to support project objectives. Conducts activities in support of project team's objectives. Works closely with the Project Manager. Directs the activities of junior staff, as necessary. Possesses a BS or BA degree in Accounting, Finance, Management, or related fields.

Staff Auditor

No minimum experience required. That individual applies analytic techniques in the evaluation of project objectives, and contributes to the implementation of strategic direction. Performs functions, including data collection, interviewing, data modeling, project testing, and creation of performance measurements to support project objectives. Possesses a BS or BA degree in Accounting, Finance, Management, or related fields.

Information Systems Auditor

Minimum experience includes 3 years experience in EDP auditing. Provides specialized knowledge that helps plan the information systems portion of the engagement. Identifies appropriate information systems substantive testing, provides insight into potential information systems risks, and tests information systems security. That individual may also lead audit teams in the actual performance of audit work for specific information systems. Education: Bachelor's Degree, and may possess CISA certification.

Senior Functional Expert

Minimum experience includes 10 years of organization-wide knowledge and experience in one or more designated functional and/or domain areas. Industry experience may include: the mortgage and housing industries; securities; transportation; healthcare; defense; telecommunications; energy; technology; Federal, state, and local governments; education; and a broad range of Federal and commercial programs, activities, and functions. That individual provides insight and advice on strategic direction and applicability of up to date industry standard and solutions. Is responsible for providing high level vision to program/project manager or senior client leadership to influence objectives of

complex efforts. That individual is primarily utilized on projects for his/her specific expertise, and not in a managerial capacity. That individual supports the creation of comprehensive methods for describing current and/or future structure and behavior of an organization's processes, systems, personnel and organizational sub-units, so that they align with the organization's core goals and strategic direction. Education: Bachelor's Degree.

Senior Systems Accountant

Minimum experience includes 4 years of experience in any of the following: financial systems integration, systems maintenance, systems security, systems design, disaster recovery, data extraction and analysis, and system performance evaluation. Industry experience may include: the mortgage and housing industries; securities; transportation; healthcare; defense; telecommunications; energy; technology; Federal, state, and local governments; education; and a broad range of Federal and commercial programs, activities, and functions. That individual leads the application of analytical techniques, and helps define project objectives and strategic direction. Is also responsible for providing leadership and vision to client and project teams around the methodology. Resolves complex problems, which require an in-depth knowledge of analytic methodologies and principles. Directs the activities of more junior staff, as necessary, on activities related to the application of analytical techniques and methodologies. Has demonstrated managerial and supervisory skills. Holds a Bachelors Degree.

Systems Accountant

Minimum experience includes 2 years in financial systems integration, systems maintenance, systems security, systems design, disaster recovery, data extraction and analysis, and system performance evaluation. Industry experience may include: the mortgage and housing industries; securities; transportation; healthcare; defense; telecommunications; energy; technology; Federal, state, and local governments; education; and a broad range of Federal and commercial programs, activities, and functions. That individual applies analytical techniques in the evaluation of project objectives, and contributes to the implementation of strategic direction. Performs functions including data collection, interviewing, data modeling, project testing, and creation of performance measurements to support project objectives. Conducts activities in support of project teams' objectives, and works closely with the Project Manager. Directs the activities of junior staff, as necessary. Possesses a BS or BA degree in Accounting, Finance, Management, or related fields.

Labor Category Descriptions

Integrated Consulting Services SINS (541611)

Partner

Possesses demonstrated subject matter work expertise of 10 or more years in Federal and private sector financial and operational matters. Such subject matter expertise shall include but is not limited to: business process improvement, the CFO Act; Federal Managers' Financial Integrity Act (FMFIA) and its implementing guidelines, OMB Circular A-123, Management's Responsibility for Internal Control; the Federal Financial Management Improvement Act (FFMIA); and other statutes governing internal controls. Duties include: the ability to solve complex operational and financial management issues, managing customer relations; and technical oversight of engagements. Education: Bachelor's of Science or Arts Degree in Accounting or Management.

Senior Manager

Description: The Program Manager provides oversight and senior level management to overall contract operations that involves multiple projects/tasks and groups of personnel. That individual maintains and manages relationships with senior level management within the client organization. Is responsible for ensuring senior level management within the client organization is aware of overall program status, including all relevant projects and their potential impact on higher level organizational strategic vision, this may include subject matter and unique technical knowledge. The Program Manager is responsible for managing multiple contract operations, ensures quality standards and work performance on all task orders and projects, plans, organizes and oversees work efforts, assigns resources, manages personnel, provides risk management, ensures quality management, monitors overall project and contract performance.

Experience & Education: Minimum of 10 years experience and Bachelors Degree.

Manager

Description: Performs day-to-day management of contract support operations, possibly involving multiple tasks and groups of personnel at multiple locations, on a single project. Demonstrates skills in the scope of work encompassed by the task order; provides technical guidance to the project team in performance of the work, and reviews the quality of all work products. Organizes, directs, and coordinates the planning and production of all contract support activities. Responsible for staffing, project planning, project financials, and staff direction and oversight. That individual maintains and manages the client interface at the COTR levels of the client organization. That individual assists the Program Manager as required in managing contract performance.

Experience & Education: Minimum of 8 years experience and Bachelors Degree.

Supervisor/ Senior

Description: The Supervisor/Senior is experienced in task management, and is responsible for ensuring successful task completion within the scheduled timeframe consistent with the established scope of work to include both the technical and financial solutions. Organizes, directs, and coordinates the planning and production of all activities associated with assigned tasks.

Experience & Education: Minimum of 6 years experience and Bachelors Degree.

Senior Functional Expert

Description: This is a Senior professional with extensive organization-wide knowledge and experience in one or more designated functional and/or domain areas. That individual provides insight and advice on strategic direction and applicability of up to date, industry standard and solutions. The Senior Functional Expert Is responsible for providing high level vision to program/project manager or senior client leadership to influence objectives of complex efforts. That individual is primarily utilized on projects for their specific expertise, not in a managerial capacity, and supports the creation of comprehensive methods for describing current and/or future structure and behavior of an organization's processes, systems, personnel and organizational sub-units, so that they align with the organization's core goals and strategic direction.

Experience and Education: Minimum of 10 years experience and Bachelors Degree.

Program Manager

Description: The Program Manager provides oversight and executive level management to overall contract operations often involving multiple projects/tasks and groups of personnel at multiple locations. That individual maintains and manages relationships with senior level management within the client organization. That individual is also responsible for ensuring that senior level management within the client organization is aware of overall program status, including all relevant projects and their potential impact on higher level organizational strategic vision, this may include subject matter and unique technical knowledge. The Program Manager is responsible for managing multiple contract operations, ensure quality standards and work performance on all task orders and projects, plans, organizes and oversees work efforts, assigns resources, manages personnel, provides risk management, ensures quality management, monitors overall project and contract performance.

Experience and Education: Minimum of 10 years experience and Bachelors Degree

Assistant Program Manager

Description: The Assistant Program Manager is experienced in project and task management, and is responsible for ensuring successful task completion within the scheduled timeframe consistent with the established scope of work to include both the technical and financial solutions. That individual organizes, directs, and coordinates the planning and production of all activities associated with assigned tasks.

Experience and Education: Minimum of 7 years experience and Bachelors Degree

Senior Training Instructor

The Senior Training Instructor designs, develops, documents, and delivers training courses to a wide range of audiences. That individual employs various training techniques including formal lectures, seminars, tutorials and self-paced exercises, and computer-based training (CBT). Provides professional guidance to managers, analysts, specialists, and programmers in the use of the software. Participates in user-support related tasks. Leads efforts in the areas of training plan development, training material preparation, curricula definition and training course delivery.

Education and Experience: BS/BA degree required and 4 years experience.

Business Analyst II

Description: The Business Analyst II has extensive knowledge and experience in developing and applying analytic methodologies and principles, and is recognized as a leader within MOBIS functions. That individual leads the application of analytic techniques and helps define project objectives and strategic direction. Is also responsible for providing leadership and vision to client and project teams around the methodology. Resolves complex problems, which require an in-depth knowledge of analytic methodologies and principles. Directs the activities of more junior Analysts or other staff as necessary on activities related to the application of analytical techniques and methodologies. Demonstrated managerial and supervisory skills.

Experience and Education: Minimum of 5 years experience and Bachelors Degree

Business Analyst

Description: The Business Analyst will possess demonstrated knowledge and experience in applying analytic methodologies and principles to address client needs. That individual applies analytic techniques in the evaluation of project objectives and contributes to the implementation of strategic direction. Performs analyst functions including data collection, interviewing, data modeling, project testing, and creation of performance measurements to support project objectives. Conducts activities in support of project team's objectives. Works closely with Business Analyst II, Task Leads, or Project Manager. Directs the activities of junior staff as necessary.

Experience and Education: Minimum of 3 years experience and Bachelors Degree

Training Program Coordinator

The Training Program Coordinator oversees the marketing, development, and execution of training program across business enterprises. That individual leads in the areas of curriculum integration, coordinating the logistics of training

programs, and marketing training programs to existing or potential clients. That individual also assists with the planning, design, development, documentation, and delivery of training courses when necessary. The Training Program Coordinator also provides professional guidance to clients in the use of training software, participates in user-support related tasks; and assists with training material preparation, curricula definition, and training course delivery.

Education and Experience: BS/BA degree required and 4 years experience.

Service Contract Labor Standards (SCLS): The Service Contract Labor Standards (SCLS) is applicable to this contract as it applies to the entire Multiple Award Schedule and all services provided. While no specific labor categories have been identified as being subject to SCLS due to exemptions for professional employees (FAR 22.1101, 22.1102 and 29 CFR 541.300), this contract still maintains the provisions and protections for SCLS eligible labor categories. If and / or when the contractor adds SCLS labor categories / employees to the contract through the modification process, the contractor must inform the Contracting Officer and establish a SCLS matrix identifying the GSA labor category titles, the occupational code, SCLS labor category titles and the applicable WD number. Failure to do so may result in cancellation of the contract.

CONFIDENTIALITY / NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY /NON-DISCLOSURE AGREEMENT ("Agreement") is effective as of the date last written below and is by and between the New Jersey Office of Homeland Security and Preparedness ("NJOHSP") with its principal address at 1200 Negron Drive, Hamilton New Jersey 08691; the Department of the Treasury –Division of Purchase and Property ("Division"), with its principal place of business at 33 West State Street, Trenton New Jersey 08625 (hereinafter collectively referred to as "State") and _____, with its principal place of business at _____, its employees, agents, contractors, and legal representatives (hereinafter referred to as the "Vendor").

WHEREAS, the Vendor intends to submit a Quote to the State in response to a Bid Solicitation advertised by the Division; and

WHEREAS, the Vendor is required to complete the State of New Jersey Security Due Diligence Third-Party Information Security Questionnaire and provide applicable supporting documents (collectively "Security Questionnaire") regarding its security and privacy controls and include it with its Quote submitted to the Division; and

WHEREAS, NJOHSP will review the Security Questionnaire to determine whether the Vendor's security and privacy controls meet the State of New Jersey's objectives as outlined and documented in the Statewide Information Security Manual and the corresponding requirements in the Bid Solicitation; and

WHEREAS, the State recognizes that the information contained in the Security Questionnaire may contain Confidential Information;

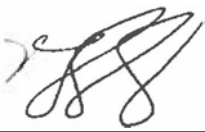
NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Vendor and the State do hereby agree as follows:

1. Confidential Information which may be included on the Security Questionnaire means all information, including data, disclosed directly or indirectly, through any means of communication (including in oral, written or digital form) or observation, by or on behalf of the Vendor to or for the benefit of NJOHSP or the Division and all information or data derived there from, that relates to the Vendor's security and privacy controls as contained or referenced in the Security Questionnaire;
2. Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party, except that if the information or data is personally identifying to a person or entity regardless of whether it has become part of the public domain through other means, the other party must maintain full efforts under the Contract to keep it confidential; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party;
3. The Vendor acknowledges that the NJOHSP and the Division are public agencies subject to the New Jersey Open Public Records Act, N.J. S.A. 4 7: 1 A-1 et seq. ("OPRA"), and the common law Right to Know. OPRA is generally construed in favor of granting public access to documents maintained in the course of its official business;
4. In the event that the NJOHSP or the Division receives an appropriate request pursuant to OPRA and/or the common law Right to Know related to the Vendor's Security Questionnaire, NJOHSP and the Division agree not to disclose the Confidential Information contained on the Vendor's Security Questionnaire to a third party;

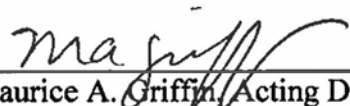
5. Notwithstanding the requirements of this Agreement, NJOHSP or the Division may release the Security Questionnaire if directed to do so by operation of law, pursuant to a lawfully issued subpoena, or pursuant to a ruling by a court or arbitrator of competent jurisdiction. NJOHSP or the Division shall notify the Vendor, at the address listed above, of such ruling or directive upon being made aware of same;
6. This Agreement shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles and any legal action regarding this Agreement shall be filed in the appropriate Division of the New Jersey Superior Court;
7. This is the complete Agreement between the State and the Vendor with respect to the treatment of the Security Questionnaire and shall have no effect on the other components of the Vendor's submitted Quote.
8. Any revision to this standard Agreement by the Vendor that was not approved and accepted by the State during the Question and Answer period shall render the Agreement VOID and the Agreement shall have no legal effect. Such revision, however, will not affect NJOHSP's review of the Security Questionnaire.

IN WITNESSETH WHEREOF, the Parties have executed this Agreement, effective as of the day and date signed below by the Vendor.

FOR THE STATE OF NEW JERSEY



Michael T. Geraghty
Chief Information Security Officer - State of New Jersey
Director – NJ Cybersecurity and Communications
Integration Cell | NJCCIC
Office of Homeland Security and Preparedness



Maurice A. Griffin, Acting Director
Department of the Treasury
Division of Purchase and Property

FOR THE VENDOR

Signature

Date

Print Name and Title

Pages 147 through 187 redacted for the following reasons:

N.J.S.A. 47:1A-1.1 Information regarding computer hardware/software/networks

BEST AND FINAL OFFER (BAFO) PRICE SCHEDULE

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

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

Bidder's Name: Regis & Associates, PC

CATEGORY 1: PROGRAM AND PROCESS MANAGEMENT AUDITING

LINE #	STAFF CLASSIFICATIONS	YEAR 1 HOURLY RATE	YEAR 2 HOURLY RATE
1	Partner/Principal/Director	\$180.68	\$184.11
2	Program Manager	\$148.00	\$152.49
3	Project Manager	\$125.00	\$128.75
4	Supervisory/Senior Consultant	\$95.00	\$97.01
5	Consultant	\$81.13	\$82.67
6	Associate/Staff	\$64.58	\$65.81
7	Subject Matter Expert	\$139.00	\$143.17
8	Administrative Support	\$44.40	\$45.24

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

- The State makes no guarantee of volume of work effort.
- The Pass-Through Price Lines shall be used to reimburse for Travel and Other Direct Costs in accordance with the terms of the Contractor's GSA Schedule(s) only. No mark-up will be provided for Price Lines 9 and 10.

Bidder's Name: **Regis & Associates, PC**

CATEGORY 2: FINANCIAL AUDITING AND GRANT MANAGEMENT

LINE #	STAFF CLASSIFICATIONS	YEAR 1 HOURLY RATE	YEAR 2 HOURLY RATE
11	Partner/Principal/Director	\$180.68	\$184.11
12	Program Manager	\$148.00	\$152.49
13	Project Manager	\$125.00	\$128.75
14	Supervisory/Senior Consultant	\$95.00	\$97.01
15	Consultant	\$81.13	\$82.67
16	Associate/Staff	\$64.58	\$65.81
17	Subject Matter Expert	\$139.00	\$143.17
18	Administrative Support	\$44.40	\$45.24

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

- The State makes no guarantee of volume of work effort.
- The Pass-Through Price Lines shall be used to reimburse for Travel and Other Direct Costs in accordance with the terms of the Contractor's GSA Schedule(s) only. No mark-up will be provided for Price Lines 19 and 20.

Bidder's Name: **Regis & Associates, PC**

CATEGORY 3: INTEGRITY MONITORING/ANTI-FRAUD

LINE #	STAFF CLASSIFICATIONS	YEAR 1 HOURLY RATE	YEAR 2 HOURLY RATE
21	Partner/Principal/Director	\$180.68	\$184.11
22	Program Manager	\$148.00	\$152.49
23	Project Manager	\$125.00	\$128.75
24	Supervisory/Senior Consultant	\$95.00	\$97.01
25	Consultant	\$81.13	\$82.67
26	Associate/Staff	\$64.58	\$65.81
27	Subject Matter Expert	\$139.00	\$143.17
28	Administrative Support	\$44.40	\$45.24

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

- The State makes no guarantee of volume of work effort.
- The Pass-Through Price Lines shall be used to reimburse for Travel and Other Direct Costs in accordance with the terms of the Contractor's GSA Schedule(s) only. No mark-up will be provided for Price Lines 29 and 30.

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