





November 5, 2014

Proposal to provide Integrity Oversight Monitor for Superstorm Sandy Projects for the:

State of New Jersey Department of Transportation

Prepared by:

Gregory J. Bussink, III, CPA, CGFM, Principal greg.bussink@CLAconnect.com 301-902-8527

RFQ #938682S Volume 1

CliftonLarsonAllen LLP 610 West Germantown Pike, Suite 400 Plymouth Meeting, PA 19462 215-643-3900 | fax 215-643-4030 CLAconnect.com

November 5, 2014

Ms. Angela Breland-Jackson
Department of the Treasury
Division of Purchase and Property – 9th Floor
33 West State Street
Trenton, NJ 08625

RE: Request for Quote (RFQ) #938682S

Dear Ms. Breland-Jackson:

In response to the above referenced solicitation number, CliftonLarsonAllen LLP (CLA) is enclosing Volume 1 of our proposal to provide integrity oversight monitoring services for Superstorm Sandy projects for the State of New Jersey (State), Department of Transportation (NJDOT). We appreciate the opportunity to build a valuable partnership with you and believe our strengths as an established, local firm align directly with the requirements outlined within RFQ #938682S.

Your Request for Proposal (RFP) evaluation criteria emphasized the desire to select a contractor with highly-qualified, skilled and trained professionals to provide the utmost attention and care; with the experience and reputability in executing similar projects; with the technical abilities and solutions to not only meet deliverables, but exceed expectations; and with a notable track record providing clients a timely, cost-effective and valuable engagement. As you will see throughout our response, CLA excels in all of these areas. Our response reflects an experienced technical team with the resources, proven methodology, experience and commitment to provide optimum service and add value to the State and NJDOT.

The following areas are highlighted in our proposal and are why we believe CLA is the right choice for NJDOT.

- Specialized Government Resources. We specialize in serving government entities. In fact, our Government Services Team is one of the largest of our firm's practices. With 450+ government specialists and more than 3,600 professionals across the country, our extensive network of resources will be available to provide NJDOT with exceptional depth of specialized governmental insight. We will bring the State and NJDOT our local and national leaders in oversight and monitoring services for governments and transit entities, something which we believe no other firm can provide.
- Internal, IT, Construction and Fraud Assessment Experience. CLA has dedicated professionals
 who spend all of their time related to internal audit, IT, construction and forensic accounting.
 We have a dedicated and experienced Information Technology Security Team that performs a
 wide variety of services to produce recommendations for improving system security and



operation efficiency. With our experience and technology, we provide valuable data in regards to IT environments. We have a proven track record in providing fraud risk assessment with a risk based model approach that has helped many of our governmental clients.

- Engagement Team. We know that quality people drive quality results, which is why our commitment to you starts with the hand picked engagement team we will assign to your account. Our goal is to ensure you receive quality, client service which is achieved through the close and personal relationship our staff will have with NJDOT. We are committed to providing services that are tailored specifically for your organization and the objectives you look to achieve. We have assembled a team with the available resources to provide the number of hours of support you require. This multi-faceted, specialized team will be led by Greg Bussink, a widely known and recognized leader serving the governmental market.
- An Efficient and Effective Workplan. Currently, we serve approximately 1,900 governmental entities nationally, which ensures that our staff understands your complexities not just from a compliance standpoint, but also from an operational point of view. We will develop a work plan that takes into consideration your needs for high quality services, as well as timely deliverables. We understand the critical importance of issuing all of the required reports and deliverables within your required deadlines. We will develop our approach to ensure that we will be able to fulfill our contractual obligations and issue such reports in a timely manner.

We are confident that our experience working on public and private construction projects along with FEMA in post-disaster recovery projects will prove to be a valuable asset to this project for the State and NJDOT.

As requested in RFQ #938682S, we have provided the *Volumes 1 and 2* of our submission under separate cover.

As a principal of CLA, I offer my personal commitment to providing the State and NJDOT the best resources and services available. If you need to contact me at any time, either before or after your selection decision, please call me at 301-902-8527 or via email at greg.bussink@CLAconnect.com with any additional questions.

Sincerely,

CliftonLarsonAllen LLP

Gregory J. Bussink, III, CPA, CGFM

Principal

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Note: The total length of the proposal does not exceed 25 pages as requested in RFQ #938682S. This page count excludes the following items:

- Cover Page
- Cover Letter
- Table of Contents
- Required Forms
- Appendices

REQUIRED FORMS

(RFQ #938682S section 10.0)

As requested in the Request for Quote (RFQ) #938682S, issued by the State of New Jersey (State), Department of Treasury (Treasury), Division of Purchase & Property (DPP), on behalf of the New Jersey Department of Transportation (NJDOT) and the New Jersey Department of Environmental Protection (NJDEP), CliftonLarsonAllen LLP (CLA) has completed and provided the following forms:

- Ownership Disclosure Form
- Disclosure of Investigations and Other Actions Involving Bidder Form
- Disclosure of Investment Activities in Iran
- Certification of MacBride Principles and Northern Ireland Act of 1989
- Subcontractor Utilization Form
- New Jersey's Standard Terms and Conditions
- Services Source Disclosure Certification Form
- Affirmative Action Employee Information Report
- New Jersey Business Registration

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY OWNERSHIP DISCLOSURE FORM

| So | licitation Number: RFQ #938682S Bi | dder/Offeror: CliftonLarsonAllen LLP | | |
|----|--|--|------------------|--------------|
| F | PART 1: PLEASE COMPLETE THE QUESTIONS BELOV ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQ PLEASE NOTE: IF THE BIDDER/OFFEROR IS A NON-PROFIT, THIS FORM IS I INVESTIGATIO | <u>UIRED</u> TO COMPLETE THIS FORM PURSUANT T <u>NOT</u> REQUIRED. PLEASE COMPLETE THE SEP <i>E</i> | O N.J.S.A. 52:25 | -24.2 |
| | | | YES | NO |
| 1. | Are there any individuals, corporations or partnerships owning a 1 | 0% or greater interest in the bidder/offeror | r? 🗌 | \checkmark |
| IF | THE ANSWER TO QUESTION 1 IS NO, PLEASE SIGN AND DAT QUESTIONS ON THIS FORM. IF THE ANSWER TO QUESTIO | | | |
| 2. | Of those parties owning a 10% or greater interest in the bidder/off | eror, are any of those parties individuals? | | |
| 3. | Of those parties owning a 10% or greater interest in the bidder/off or partnerships? | eror, are any of those parties corporation s | S | |
| 4. | If your answer to Question 3 is "YES", are there any parties ownin corporation or partnership referenced in Question 3? | g a 10% or greater interest in the | | |
| IF | ANY OF THE ANSWERS TO QUESTIONS 2-4 ARE <u>YES</u> , PLEASE | PROVIDE THE REQUESTED INFORMATION | N IN PART 2 E | BELOW. |
| PA | TO COMPLETE PART 2, PLEASE PROVIDE THE REQUESTED RTNERSHIPS/CORPORATIONS HAVING A 10% OR GREATER I ADDITIONAL ENTRIES, CLICK THE "ADD AN ENTRY INC." Individ | NTEREST IN THE BIDDER/OFFEROR. IF " BUTTON IN THE APPROPRIATE ENTI | YOU NEED T | |
| | Name: | Date of Birth: | | |
| | Office Held: | Ownership Interest % | | |
| | Home Address: | | Delete Entry | |
| | City State | Zip Code | Defete Lifting | |
| | Are there additional entities holding 10% or gr the bidder/offeror and its parent corpor | | | |
| | Yes or No | | | |
| | Add An Additional Individuals Entry | | | |
| | | | | |

| | Partnership | s/Corporations | | |
|-------------------------|--|---|--|------------------------|
| Entity Name: | | | | |
| Partner Name: | | Ownership Interest | % | |
| Business Address: | | | | Delete Entry |
| City | Sta | ate Zip Code | | Delete Littly |
| | 9 | • | | |
| | Yes or | No | | |
| Add An Additional Partn | erships/Corporations Entry | | • | |
| ne (Print): Gregory J. | Bussink, III, CPA, CGFM | , , , | - Dus | ink III |
| rincipal | | _ Date: Nov 3, 2014 | | |
| SN: 41-0746749 | | _ | | |
| ALL BIDDER/OFFER | RORS SHOULD COMPLETE | E THE DISCLOSURE OF INVESTIG | ATIONS | FORM |
| | | | | |
| | Partner Name: Business Address: City Are there additional Partners Add An Additional Partners OU HAVE IDENTIFIED ALL B PARENT CORPORATION In: I, being duly sworn upon my are true and complete. I acknow a continuing obligation from the set to the answers of information in this certification, and each of my agreement(s) with the nenforceable. The (Print): Gregory J. Trincipal SN: 41-0746749 | Partner Name: Business Address: CityState | Partner Name: Business Address: City State Zip Code Are there additional entities holding 10% or greater ownership interest in the bidder/offeror and its parent corporation/partnership? Yes or No Add An Additional Partnerships/Corporations Entry OU HAVE IDENTIFIED ALL PARTIES HAVING A 10% OR GREATER OWNERSHIP INTERS PARENT CORPORATION/PARTNERSHIPS, PLEASE SIGN AND DATE BELOW AND POF INVESTIGATIONS FORM. In: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any are true and complete. I acknowledge that the State of New Jersey is relying on the information contains a continuing obligation from the date of this certification through the completion of any contracts with less to the answers of information contained herein. I acknowledge that I am aware that it is a crimina ntation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the each of my agreement(s) with the State of New Jersey and that the State at its option may declare any contenforceable. The (Print): Gregory J. Bussink, III, CPA, CGFM Signature: John State John Sta | Partner Name: State |

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM

| S | Solicitation Number: RFQ #938682S Bidder/Offeror: CliftonLarsonAllen LLP | | |
|---------------|--|---------------------------------------|------------------|
| | PART 1: PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OF PLEASE REFER TO THE PERSONS AND/OR ENTITIES LISTED ON YOUR OWNERSHIP DISCLOSURE FORM WHEN ANS | | |
| | QUESTIONS BELOW. NON-PROFIT ENTITIES: PLEASE LIST ALL OFFICERS/DIRECTORS IN PART 2 OF THIS FORM. YOU WILL BE REQUIRED TO THESE INDIVIDUALS. | O ANSW | ER THE |
| 1. | Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), any other state or the U.S. Government? | | ✓ |
| 2. | Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies? | | ✓ |
| 3. | Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved? | | \checkmark |
| 4. | Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government? | | ✓ |
| | IF ANY OF THE ANSWERS TO QUESTIONS 1-4 ARE <u>YES</u> , PLEASE PROVIDE THE REQUESTED INFORMATION IN PAF IF ALL OF THE ANSWERS TO QUESTIONS 1-4 ARE <u>NO</u> , PLEASE READ AND SIGN THE FORM BELOW. NO FURTHER ACT IF YOU ARE A NON-PROFIT, YOU MUST DISCLOSE ALL OFFICERS/DIRECTORS IN PART 2 BELOW. | | |
| m th In | or Questions 1-4 answered "YES", you must provide a detailed description of any investigation or litigation, including dministrative complaints or other administrative proceedings, involving public sector clients during the past 5 years. The just include the nature and status of the investigation, and for any litigation, the caption of the action, a brief description are date of inception, current status, and if applicable, disposition. Please provide this information in the box labeled "Automation" below. The box will prompt you to provide the information referenced above. Please provide thorough answerstion. Click on the "Add Additional Information" button below the box if you need to make additional entries. | nis descri n of the a dditional | ption action, |
| in | on-profit bidder/offerors must disclose the individuals serving as officers or directors for purposes of this form. Please dividuals acting in either capacity by providing the information located in the "Officers/Directors" box. If additional entrick the "Add an Officer/Director Entry" button. | | |
| | Once all required information has been disclosed, complete the certification beneath the "Ad Information" section below. Failure to complete this form may render your proposal non-res | | |
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| | | dditional Information | |
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| Person or | Entity | Date of Inception: | |
| Current Sta | atus | | |
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| Caption of applicable) | Action (if | Disposition of Action | Delete Entry |
| Bidder/Offe | eror Contact Name | | |
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| Add A | additional Information | | |
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| Address _ | | | Delete Entry |
| City | | State Zip Code | |
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| Phone | | E-Mail | |
| | ditional Officer/Director Entry | E-Mail | |
| Add An Add ion: I, being di st of my know id thereby ack acts with the S aware that it e that I am sub State of New | uly sworn upon my oath, here ledge are true and complete. I mowledge that I am under a c State to notify the State in writ is a criminal offense to ma oject to criminal prosecution u | | ation and any attachme ying on the information ication through the coi n contained herein. I ac nis certification, and if aterial breach of my ag |
| Add An Add tion: I, being do est of my knowled thereby ack racts with the se a ware that it the that I am sub | uly sworn upon my oath, hereledge are true and complete. It mowledge that I am under a constant to notify the State in write is a criminal offense to many opect to criminal prosecution to Jersey and that the State at | by represent and state that the foregoing informal acknowledge that the State of New Jersey is relicontinuing obligation from the date of this certifiting of any changes to the answers of informationake a false statement or misrepresentation in the law and that it will also constitute a magnetic statement or misrepresentation. | ation and any attachme ying on the information ication through the coi n contained herein. I ac nis certification, and if aterial breach of my ag |

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bidder/Offeror: CliftonLarsonAllen LLP RFQ #93868 Quote Number:

PART 1: CERTIFICATION BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

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| contr subsi in Ira must non- | act must comidiaries, or affil an. The Chapt t review this li responsive. If w, rule or con | Law 2012, c. 25, any person or entity of the certification below to attest, to lates, is identified on the Department of the 25 list is found on the Division's west prior to completing the below certificathe Director finds a person or entity to tract, including but not limited to, impossible debarment or suspension of the party | ander penalty of perjury, for Treasury's Chapter 25 liebsite at http://www.state cation. Failure to comp be in violation of law, s/liesing sanctions, seeking | that neither the person st as a person or entity e.nj.us/treasury/purchas lete the certification we he shall take action as r | or entity, nor any of its engaging in investment e/pdf/Chapter25List.pd vill render a bidder's may be appropriate and | s parents, t activities f. Bidders proposal d provided |
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| PLEAS | SE CHECK T | HE APPROPRIATE BOX: | | | | |
| | subsidiaries activities in I or represent | ursuant to Public Law 2012, c. 25 s, or affiliates is <u>listed</u> on the N.J. De ran pursuant to P.L. 2012, c. 25 ("Cha ative of the entity listed above and am a e Certification below. | partment of the Treasury pter 25 List"). I further ce | "s list of entities determ rtify that I am the perso | ined to be engaged in listed above, or I am | prohibited an officer |
| | <u>OR</u> | | | | | |
| | the Departn and sign a | to certify as above because the bid nent's Chapter 25 list. I will provide nd complete the Certification below and appropriate penalties, fines and/or s | a detailed, accurate and w. Failure to provide su | d precise description of the control | of the activities in Par | t 2 below |
| THO! | EACH BOX W | | ORMATION RELATIVE TO NEED TO MAKE ADDIT IVITIES ENTRY" BUTTO | TO THE ABOVE QUES' TIONAL ENTRIES, CLICON. to Bidder/Offeror | TIONS. PLEASE PROVINCE THE "ADD AN ADD | |
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| Bio | dder/Offeror C | | Contact Phone | | | |
| | ADD AN A | ADDITIONAL ACTIVITIES ENTRY | | | | |
| my knowacknow obligation answers this cer | wledge are tru- ledge that the on from the da s of information tification, and i eement(s) with | luly sworn upon my oath, hereby represe and complete. I attest that I am author State of New Jersey is relying on the eof this certification through the complete contained herein. I acknowledge that I f I do so, I recognize that I am subject to the State of New Jersey and that the State | rized to execute this certif information contained her etion of any contracts with am aware that it is a crimin o criminal prosecution und | cation on behalf of the ein and thereby acknow the State to notify the S nal offense to make a fals er the law and that it will | above-referenced perso rledge that I am under a state in writing of any ch se statement or misrepre l also constitute a mater | on or entity. a continuin anges to th esentation i ial breach o |
| Full Na | ime (Print): | Gregory J. Bussink, III, CPA, CGFM | Signature: | Bryny J. L | Inside, TIL | |
| Title: | Principal | | Date: Nove | mber 3, 2014 | | |

MACBRIDE PRINCIPLES FORM

BIDDER'S REQUIREMENT: TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH MACBRIDE PRINCIPLES AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to N.J.S.A. 52:34-12.2 that the entity for which I am authorized to bid:

has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or 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-89.8 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. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment. Signature: Gregory J. Bussink, III, CPA, CGFM Print Name: **Principal** Title: CliftonLarsonAllen LLP Firm Name: Date: Nov 3, 2014

State of New Jersey Division of Purchase & Property

Subcontractor Forms

Subcontractor Utilization Plan Form

Any bidder intending to subcontract must complete the Subcontractor Utilization Plan. Bidders are instructed to list all proposed subcontractors on the Plan. See attached form. Pursuant to N.J.S.A. 52:32-44, all subcontractors must have a valid Business Registration Certificate on file with the Division of Revenue and a copy of the registration certificate should be attached to this form.

Procedures For Small Business Subcontracting Set-Aside Contracts

If the RFP indicates that there is a Small Business Subcontracting Set-Aside requirement for this contract and the bidder intends to utilize any subcontractors during the course of the contract(s) to be awarded as a result of this Request for Proposal (RFP), the bidder will include small business subcontracting targets pursuant to NJAC 17:13-4. and Executive Order 71. Each bidder is required to make a good faith effort to meet the set-aside subcontracting targets of awarding a total of twenty-five percent (25%) of the value of the contract to New Jersey-based, Division of Revenue - Small Business Enterprise Unit registered small businesses, with a minimum of five (5) percent awarded to each of the three categories set forth below, and the balance of ten (10) percent spread across the three categories.

Definitions:

- 1. Small business means a business that:
 - is independently owned and operated
 - is incorporated or registered in and has its principal place of business located in the State of New Jersey.
 - has 100 or fewer full-time employees
 - has gross revenues falling in one of the following three categories:
 - a. 0 to \$500,000 (Category I);
 - b. \$500,001 to \$5,000,000 (Category II);
 - 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);
- 2. Division of Revenue Small Business Enterprise Unit Registered Small Business means a small business that meets the New Jersey requirements and definitions of "small business" and has applied for and been approved by the Division of Revenue Small Business Enterprise Unit as a small business.

<u>Suggested Procedure to Demonstrate a Good Faith Effort on Small Business</u> <u>Subcontracting Set-Aside Contracts</u>

If the RFP contains small business subcontracting set-aside goals and a bidder intends to subcontract, the following actions should be taken to achieve the set-aside subcontracting goal requirements:

- 1. Attempt to locate eligible small businesses in Categories I, II and III appropriate to the RFP;
- 2. Request a listing of small businesses by Category from the Division of Minority and Women Business Development;
- 3. Record efforts to locate eligible businesses, including the names of businesses contacted and the means and results of such contacts;
- 4. Provide all potential subcontractors with detailed information regarding the specifications;
- 5. Attempt, whenever possible, to negotiate prices with potential subcontractors submitting higher than acceptable price quotes;
- 6. Obtain, in writing, the consent of any proposed subcontractor to use its name in response to the RFP; and,
- 7. Maintain adequate records documenting efforts to achieve the set-aside subcontracting goals.

Proposals should also contain the following items with the Plan, as applicable:

- 1. A copy of the Division of Revenue Small Business Enterprise Unit Registered Small Business proof of registration as a small business for any business proposed as a subcontractor; and,
- 2. Documentation of the bidder's good faith effort to meet the targets of the set-aside subcontracting requirement in sufficient detail to permit the Bid Review Unit of the Division of Purchase and Property to effectively assess the bidder's efforts to comply if the bidder has failed to attain the statutory goals.

If awarded the contract, the bidder shall notify each subcontractor listed in the Plan, in writing.

NOTE THAT A BIDDER'S FAILURE TO SATISFY THE SMALL BUSINESS SUBCONTRACTING TARGETS OR PROVIDE SUFFICIENT DOCUMENTATION OF ITS GOOD FAITH EFFORTS TO MEET THE TARGETS WITH THE BID PROPOSAL OR WITHIN SEVEN (7) BUSINESS DAYS UPON REQUEST SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.

Bidders seeking eligible small businesses should contact:

New Jersey Division of Revenue - Small Business Enterprise Unit 33 West State Street - Fifth Floor PO Box 026, Trenton, NJ 08625-0026

Telephone: (609) 292-2146 Fax: (609) 984-6679

Each bidder awarded a contract for a procurement which contains the set-aside subcontracting goal requirement shall fully cooperate in any studies or surveys which may be conducted by the State to determine the extent of the bidder's compliance with NJAC 17:13-1.1 et seq., and this Notice to All Bidders.

REQUIRED SUBMISSION IF BIDDER INTENDS TO SUBCONTRACT

| STATE OF NEW JERSEY | | | | DPP Solicitation No.: | | | |
|--|-----------------|-----------------|-----------------|---|-----------------------|--|--|
| DIVISION OF PURCHASE AND PROPERTY (DPP) | | | RFQ #938682S | | | | |
| SUBCONTRACTOR UTILIZATION PLAN | | | DPP Sol | icitation Title: | | | |
| | | | Integrity O | Integrity Oversight Monitor for Superstorm Sandy Projects | | | |
| Bidder's Name and Address: CliftonLarsonAllen LLP | | | | | | | |
| 610 West Germantown Pike, Suite 400 | | | Bidder's | Bidder's Telephone No.: 2156433900 | | | |
| Plymouth Meeting, PA 19462 | | | Bidder's | Contact Person: 215643 | 4030 | | |
| INSTRUCTIONS: List all businesses to | be used as s | ubcontracto | rs. This form | n may be duplicated for ex | tended lists. | | |
| SUBCONTRACTOR'S NAME | | ERE IF CO | | _,,, | | | |
| ADDRESS, ZIP CODE | | ALL BUSIN | | TYPE(S) OF GOODS OR SERVICES TO BE | ESTIMATED VALUE OF | | |
| TELEPHONE NUMBER AND VENDOR ID NUMBER | CATEGORY * | | * | PROVIDED | SUBCONTRACTS | | |
| | l | II | III | | | | |
| F.S. Taylor & Associates, P.C. 1401 Mercantile Lane; Largo, MD 20774 240-770-7792 Vendor I.D # 52-1196225 | | х | | Testing Support | 25% of contract award | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| * For those Bidders listing Small Business Subcon subcontractor listed. If bidder has not achieved ex relevant category in accordance with NJAC17:13-4 | stablished subc | ontracting set- | aside goals, al | | | | |
| I hereby certify that this Subcontractor Utilization Plan (Plan) is being submitted in good faith. I certify that each subcontractor has been notified that it has been listed on this Plan and that each subcontractor has consented, in writing, to its name being submitted for this contract. Additionally, I certify that I shall notify each subcontractor listed on the Plan, in writing, if the award is granted to my firm, and I shall make all documentation available to the Division of Purchase and Property upon request. | | | | | | | |
| I further certify that all information contained in this Plan is true and correct and I acknowledge that the State will rely on the truth of the information in awarding the contract. | | | | | | | |
| PRINCIPAL OF FIRM: | | | | | | | |
| Bryny & Dusink III | P | Principal | (Title) | 11/03/ | /2014 (Date) | | |

search)

THE STATE OF NEW JERSEY
Department of the Treasury Division of Revenue

Vendor Information

business service

O contract

O search

F.S. TAYLOR & ASSOCIATES, P.C.

Vendor

Business Name - F.S. TAYLOR &

ASSOCIATES, P.C.

Alternative Business Name -

Designation - MBE

Principal Owner - Ms. RACHEL LOCUS

Business Address

1401 MERCANTILE LANE

LARGO,MD - 20774

Out of State

Mailing Address

Contact Information

Name - Ms. RACHEL LOCUS

Position - PARTNER

Primary Phone - (240) 770-7792

Secondary Phone -

Fax - (202) 898-0208

Email - rachel@fstaylor.com

Website - www.fstaylor.com

Other Certificates - Out of State: Read Notes field below

Business Information

Major field of operation - PROFESSIONAL ACCOUNTING

SERVICES

Gross Sales -

contact us | privacy notice | legal statement | accessibility statement



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

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 their sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at http://www.state.nj.us/treasury/revenue/busregcert.shtml.

- **2.2 ANTI-DISCRIMINATION** All parties to any contract with the State agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference.
- 2.3 PREVAILING WAGE ACT The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 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 guarantee that neither he nor any subcontractors he might employ to perform the work covered by [this proposal] has been suspended or debarred by the Commissioner, Department of Labor 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 guarantee that he and any subcontractors he 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 (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;

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- d. make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or 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 (L. 2005, c. 271, §3 as amended) if in a calendar year the contractor receives one 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 <u>STANDARDS PROHIBITING CONFLICTS OF INTEREST</u> 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).
 - a. 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.
 - b. 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 Attorney General and the Executive Commission on Ethical Standards.
 - c. 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 is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, 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
 - d. 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 official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
 - e. 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 official position to secure unwarranted privileges or advantages for the vendor or any other person.
 - f. 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 may promulgate under paragraph 3c of Executive Order No. 189.
- 2.9 NOTICE TO ALL CONTRACTORS SET-OFF FOR STATE TAX NOTICE Pursuant to L 1995, c. 159, 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

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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 thirty (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 <u>COMPLIANCE STATE LAWS</u> 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.
- 3. <u>STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT</u>
- 3.1 <u>COMPLIANCE CODES</u> 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 <u>PUBLIC WORKS CONTRACTOR REGISTRATION ACT</u> 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 <u>N.J.S.A.</u> 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development. 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. 10:5-33 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:
- 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.

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N.J.A.C. 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows;

- 1. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.
- 2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- 3. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- 4. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- 3.4 <u>BUILDING SERVICE</u> Pursuant to <u>N.J.S.A.</u> 34:11-56.58 et seq., in any contract for building services, as defined in <u>N.J.S.A.</u> 34:11-56.59, the employees of the contractor or subcontractors shall be paid prevailing wage for building services rates, as defined in <u>N.J.S.A.</u> 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-I 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.

4. INDEMNIFICATION AND INSURANCE

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

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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. The contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof, and the certificates shall reflect that the insurance policies shall not be canceled for any reason except after sixty (60) days written notice to the State. Certificates of renewals shall be provided within thirty (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, PO 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.state.nj.us

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

- a. Occurrence Form Comprehensive 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 Comprehensive 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, unamended, and unendorsed Comprehensive 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 million 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:

\$1,000,000 BODILY INJURY, EACH OCCURRENCE

\$1,000,000 DISEASE EACH EMPLOYEE

\$1,000,000 DISEASE AGGREGATE LIMIT

- d. This \$1 million amount may have been raised by the RFP when deemed necessary by the Director.
- e. 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 <u>CONTRACT TERM AND EXTENSION OPTION</u> 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 thirty (30) days prior to the expiration date of the existing contract. The contractor shall have fifteen (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 including pricing 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

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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.
- (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 Whenever a change in applicable law or regulation affects the scope of work, the Director shall provide written notice to the contractor of the change and the Director's determination as to the corresponding adjusted change in the scope of work and 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 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 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.
 - (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.
- 5.6 <u>SUSPENSION OF WORK</u> 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 thirty (30) days written notice to the contractor.

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

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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 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.
- b. <u>Assignment:</u> 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 thirty (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 thirty (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.
- 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 -

- 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.
- 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.

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- 5.13 <u>APPLICABLE LAW AND JURISDICTION</u> 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 otherwise specified in the RFP. 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:

- 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:
 - in advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action;
 - 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.
- 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

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.

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

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- the agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.
- b. The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the original Bill of Lading, express receipt and other related papers must be sent to the State Contract Manager or using agency on the date of each delivery. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager or using agency before payment will be authorized.
- c. In all time and materials contracts, the State Contract Manager or designee shall monitor and approve the hours of work and the work accomplished by contractor and shall document both the work and the approval. Payment shall not be made without such documentation. A form of timekeeping record that should be adapted as appropriate for the Scope of Work being performed can be found at www.nj.gov/treasury/purchase/forms/Vendor_Timesheet.xls.
- 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, <u>N.J.S.A.</u> 52:32-32 et seq., requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (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 revenues.

Gregory J. Bussink, III, CPA, CGFM

Bryny J. Busink III

Principal

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November, 3, 2014

SOURCE DISCLOSURE CERTIFICATION FORM

| CliftonLarsonAll | | RFQ #938682 | S |
|--|--|---|--|
| I hereby certify and say: | | | |
| I have personal knowledge the Contractor. | ge of the facts set forth he | erein and am authorized to make | this Certification on behalf of |
| | epartment of the Treasury | onse to the referenced contract y, State of New Jersey (the "Divi | - |
| If any of the services can | not be performed within t | by the Contractor and all Subcorbe United States, the Contractor Attach additional pages if necess | r shall state, with specificity the |
| Contractor and/or Subcontractor | Description of Service | Performance Location[s] by Country | Reasons why services cannot be performed in US |
| CliftonLarsonAllen LLP | Integrity Oversight Monitor | United States | N/A |
| iParametrics, LLC | Integrity Oversight Monitor | United States | N/A |
| F.S. Taylor & Associates, P.C. | Integrity Oversight Monitor | United States | N/A |
| referenced solicitation or e Purchase and Property (the The Director shall determ of his certification that the s | xtension thereof will be im ne "Director"). ine whether sufficient just | ertification during the term of ar nmediately reported by the Venc dification has been provided by the med in the United States and w | for to the Director, Division of the Contractor to form the basis |
| declared above to be p written determination by failure to shift the service deemed in breach of con- Jersey Standard Terms at I further understand that the accept a bid proposal, we | provided within the Unite the Director that extraor is would result in econom tract, which contract will be and Conditions. This Certification is submitt | atractor, it is determined that the ed States to sources outside edinary circumstances require the circ hardship to the State of New be subject to termination for caused and on behalf of the Contractor in Division is relying upon the truth | the United States, prior to a ne shift of services or that the Jersey, the Contractor shall be se pursuant to the State of New n order to induce the Division to |
| herein. | | | |
| I certify that, to the best of any of the statements are | | ef, the foregoing statements by r t to punishment. | ne are true. I am aware that if |
| Contractor: CliftonLarsonA | | | |
| 1] | lame of Organization or E | • • | |
| By: Bryny J. Du | ine III | Title: Principal | |
| Print Name: Gregory J. Bus | sink, III, CPA, CGFM | Date: Nov 3, 2014 | |

CERTIFICATE OF EMPLOYEE INFORMATION REPORT 48752

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-JUN-2012

15-JUN-2015

CLIFTON LARSON ALLEN LLP
309 FELLOWSHIP ROAD SUITE 200
MT. LAUREL NJ 08054

Andrew P. Sidamon-Eristoff

State Treasurer



State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY DIVISION OF PURCHASE & PROPERTY CONTRACT COMPLIANCE AUDIT UNIT EEO MONITORING PROGRAM P.O. BOX 206 TRENTON. NJ 08625-0206

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

ISSUANCE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Enclosure(s) (AA-01 Rev. 11/11)



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: CLIFTONLARSONALLEN LLP

Trade Name:

Address: 309 FELLOWSHIP ROAD STE 200

MOUNT LAUREL, NJ 08054

Certificate Number: 0104363

Effective Date: January 18, 2001

Date of Issuance: February 22, 2012

For Office Use Only:

20120222092216243

TECHNICAL QUOTE

(RFQ #938682S section 4.1.1)

CLA understands that the State, Treasury and DPP, on behalf of the NJDOT and NJDEP, are seeking a contractor to perform integrity monitoring services for Superstorm Sandy projects by creating, implementing and monitoring policies and procedures to ensure that the entities engagement in NJDOT and NJDEP construction projects comply with relevant laws and regulations, and to prevent, deter, uncover and report unethical and/or illegal conduct for the term of the contract. The General Services Administration (GSA) contract will include the following contracts:

- EIC Associates, Steel Sheet Dune Pile Restoration Contract totaling \$24 million
- DP 13130 Union Paving and Construction Company, Road Construction Contract totaling \$80.7 million
- DP 13120 George Harms Construction Company, Road Construction Contract totaling \$101 million
- DP 13114 Agate Construction Company, Road Construction Contract totaling \$36 million
- DP 11404 IEW Construction GP, Inc., Maintenance of Timber and Underwater Structural Repair Contract totaling \$32.3 million, in which \$19.4 million in Sandy repairs has been completed
- DP 11407 Ferreira Construction Co. Inc., Maintenance of Structural Steel and Aluminum Repair Contract totaling \$13.6 million, in which \$6.3 million in Sandy repairs has been completed

We understand that the contracts with IEW Construction GP, Inc. and Ferreira Construction Co. Inc. may not require oversight and will be determined by the State of New Jersey.

We have read and understand the contract descriptions as depicted in RFQ #938682S section 1.2 Description of Contracts, as well as the tasks, requirements and timing of the engagement(s) outlined in section 3.0 Scope of Work. Also, we have provided our approach in the following section and a list of similar contract experience in the section titled, Experience on Contracts of Similar Size and Scope on page 36.

Management Overview

(RFQ #938682S section 4.1.1.1)

The following sets forth CLA's overall technical approach to meet each Task outlined in RFQ #938682S.

Task A: One-Time Kick-Off Meeting

We will review all required tasks and deliverables to gather any questions or concerns we have prior to the kick-off meeting. We will attend the kick-off meeting to ensure that all tasks and deliverables are discussed. We will document the meeting and provide minutes to the State Contract Manager within ten days of the meeting.

Tasks B: One-Time Review of NJDOT and NJDEP's Financial and Administrative Functions

We will work to ensure that the financial management systems (manual and IT) are in place, and all transactions are being captured and processed according to applicable laws and regulations. We will develop, implement and manage a continuing compliance testing plan that will monitor NJDOT's and

NJDEP's compliance systems, controls, and current activities to ensure they are appropriate to maintain compliance with applicable State and Federal guidelines, regulations and law. We will review the following areas to ensure the development, implementation and management of compliance systems and controls are working as intended:

- Contract processes, including bidding, environmental reviews and records, contract procurement, subsequent contract modifications and change orders, contract file management and record retention
- Disbursement cycle
- Financial Reporting cycle
- Performance Measurements and Management cycle

The general scope of the review for financial and administrative functions will include the functional areas/processes related to the Federal Emergency Management Agency (FEMA) Public Assistance (PA) programs and activities at NJDOT and NJDEP, which is outlined in the following table.

| Functional Area / Process related to FEMA/HUD programs | Detailed Coverage of Functional Area / Process |
|--|--|
| Governance | Strategic plan, senior leadership, tone at the top, board of directors, internal policies and procedures, internal controls, fraud detection, etc. |
| Accounting / Finance | Accounting operations, project costing, payment processing, tracking of hours & expenses, proper approval & authorization, segregation of duties, etc. |
| Procurement | Bid solicitation and award process, type of contracts awarded, change order approval and authorization, etc. |
| Grant/Contract Administrative Review | Cost eligibility; tracking & accounting for costs; contract administration; contract monitoring activities; adequacy of documentation; segregation of duties; duplicate benefits monitoring; proper approval & authorization; effective use of grant funds; fraud, waste, & abuse detection; overall compliance with FEMA-PA grant management requirements |

Our team will perform the following steps at a minimum, but others may be added as the control environment becomes more familiar:

- 1. Interview relevant NJDOT and NJDEP management and staff
- 2. Determine NJDOT and NJDEP staffs' knowledge regarding FEMA/HUD grant management
- 3. Review NJDOT's and NJDEP's policies, procedures and internal control processes to ensure they are effective in preventing duplicate payments; eliminating inefficiency; and deterring fraud, waste and abuse from occurring, and to assess their applicability to grant management
- 4. Assess the NJDOT's and NJDEP's accounting system for suitability to track grant cost to ensure grant costs are accurately recorded
- 5. Assess NJDOT's and NJDEP's procurement methodology/policies for compliance with federal and state guidelines

- 6. Assess NJDOT's and NJDEP's file systems for suitability to maintain project costs
- 7. Review NJDOT's and NJDEP's conflict of interest policy and controls for completeness and test for effectiveness as they relate to grant management
- 8. Review NJDOT's NJDEP's fraud detection policies and test for effectiveness as they relate to grant management

Based on the results of the steps listed above, the team will assess the risk factors present that could allow duplication of benefits, inefficiencies, waste, fraud, abuse, malfeasance or mismanagement of funds. Each step in each process has been rooted in compliance with all Federal, State and Local laws, regulations, and ordinances, as they are applicable to the program. Throughout this entire project, we will continue to review, analyze, and monitor NJDOT's and NJDEP's activities to ensure that NJDOT, NJDEP and relevant contractors maintain full compliance.

Our extensive experience in consulting with applicants and reviewing FEMA-PA claims in numerous states within several FEMA regions allows us to bring a wealth of knowledge to assist NJDOT and NJDEP in ensuring FEMA/HUD compliance. At all stages of the process, we will ensure that effective internal control systems and processes are in place as part of our review of financial transactions along with supporting documentation for project costs, voucher payments, invoices, payroll disbursements, etc.

To the extent necessary we will perform a forensic review of services, if applicable, to determine if delivery of contract requirements and required deliverables were met. We will involve our forensic subject matter expert while we conduct this task to ensure we comply with best practices and achieve the desired results of the review to reduce the associated risks.

If weaknesses, errors, etc. are detected, we will develop recommendations and strategies to ensure maximum Federal recoveries, compliance with all laws, and the prevention of associated risks through project closeout. We will report NJDEP finding to the NJDEP and report all findings to the NJDOT Inspector General and copy the State Contract Manager.

Task C: Procurement and Payment Review of Each Contract

We will perform an initial review of the internal controls, procurement, contracting, compliance, cost eligibility, contract management, etc. for Task C at the project's inception. Furthermore, we will make recommendations to NJDOT management to develop and implement a mitigation plan to resolve any deficiencies noted at that time. Based on our knowledge and vast experience with FEMA and HUD grant management, we will work with NJDOT to ensure that key controls established are monitored and enhanced when necessary to ensure that NJDOT properly processes, reviews, approves, disburses, monitors, records and captures financial transactions that occur in the normal course of business in an effective and efficient manner. In the performance of this task, we will build on the foundation we established in Task B by performing the following:

- 1. Monitor NJDOT activities and interview staff as needed to determine policy, internal control, or staff personnel or responsibility changes
- 2. Monitor staff and contractor knowledge of cost eligibility, documentation requirements and other compliance issues. Shortfalls in the areas will be addressed by on-the-job training efforts

- 3. Perform monthly transaction testing at NJDOT on a sample basis to include the following areas:
 - Contractor cost eligibility and documentation
 - Payment requisitions, payment vouchers, invoicing, payroll disbursements and related supporting documentation
 - Contractor budget projections vs. actual expenditures
 - Financial data, including data accumulation and interface, and system reconciliations
 - Verification and comparison of performance reports and records
- 4. Monitor contractor work activities and documentation
- 5. Review any additional procurement actions, contract change orders, etc. for reasonability and/or other compliance related weaknesses.

We will report NJDEP finding to the NJDEP and report all findings to the NJDOT Inspector General and copy the State Contract Manager.

Tasks D & E: Review and Evaluate the Construction Deliverables for Each Contract & Provide Ongoing Quality Assurance/Quality Control Reviews for the Active Contract(s)

CLA will take appropriate steps to ensure projects were built in conformance with the construction plans and specifications, all permits are in place, all deliverables have been provided and the project conforms to all Federal, state and local laws, regulations and ordinances.

CLA's subcontracting professional engineers, construction managers and cost estimators from iParametrics are well versed in all phases of the design and construction of similar projects. They have the engineering tools and experience necessary to complete the monitoring of the contractor before, during and at the completion of the actual improvements contained in the Performance Work Statement. We will analyze and recognize potential issues during all phases of activity to include, but not be limited to the following tasks:

- Compliance with local ordinances dealing with construction-related issues.
- Deviations from approved plans and specifications.
- Compromises to the product itself for code compliance practices.
- Examination of the contractor's performance to determine that all work has been provided and completed within code and specification.

In monitoring a contractor's performance to determine whether they were compliant, we use several methods of detection to collect data. The methods used include the following:

- Inspecting the Contractors' Quality Assurance Plan
- Financial monitoring
- Inspecting the contractor's work
- Review technical progress ad financial reports
- Performing site visits
- Reviewing vouchers and compare to work product
- Questioning cost reasonableness and the right to disallow costs

We will report NJDEP finding to the NJDEP and report all findings to the NJDOT Inspector General and copy the State Contract Manager.

Contract Management

(RFQ #938682S section 4.1.1.2)

We are committed to performing this work within the desired time periods established by NJDOT, and have the resources to efficiently manage all project tasks. Plus, many professionals of our proposed engagement team have direct experience performing work within similar schedules. Furthermore, CLA utilizes several ongoing tools to manage our hours and costs to ensure proper contract management. Some of these tools include the following:

- Computerized Staffing Tools We utilize STAR Scheduling to schedule our professional staff
 and manage staffing conflicts to ensure a smooth and cohesive engagement. Plus, our
 schedulers meet weekly to assess the status of all projects to determine whether changes are
 necessary.
- Engagement Codes CLA will set up each project as its own engagement within our time recording system. This will allow us to easily review the hours at any point in time for each audit.
- **Daily Time Recording** CLA requires staff to record their time into our computerized time recording system on a daily basis. This will allow us to easily review the amount of time recorded for each project.
- Budget vs. Actual CLA has established a budget for each audit. We will analyze all
 engagement comparisons of each budget to the actual hours incurred for each audit to ensure
 proper time and budget management.
- **Progress Meetings and Status Reports –** These meetings and status reports will keep relevant parties informed of progress to-date and projections of work effort and expectations.

Approach to Communication with the State Contract Manager

CLA is committed to ongoing communication throughout the engagement. Our proactive measures ensure communications, both written and oral, are ongoing, relevant and routine to our projects. Our commitment to this practice ensures open lines of communication and often prevents and/or mitigates service delivery issues. Our professionals are trained in documenting observations, recommendations, business issues and new developments as part of their daily routine. The following is a broad overview of our approach to communications.

- 1. Hold the kick-off meeting We will request that NJDOT invite key personnel involved in executing the projects to attend. At this meeting we will discuss our overall approach, key progress dates that must be achieved, communications protocol and other important matters so that both NJDOT and CLA understand how the projects will be executed and key dates to be met. We anticipate that many of NJDOT personnel that attend this meeting will also be involved in the status meetings discussed below.
- 2. **Develop and execute a findings protocol** The nature of auditing is that the auditor may identify deficiencies in internal control and adjustments to your trial balance. In both of these

situations, the auditor must develop a finding that is delivered to management. It is imperative that both NJDOT and CLA agree as to the facts of a potential deficiency. Accordingly, we request that NJDOT will designate a single point of contact that will be responsible for coordinating and communicating management's response to deficiencies identified during the audit. That way, both NJDOT and CLA can be assured that there is agreement as to the facts of a finding.

- 3. **Assemble regular, recurring status meetings** We are committed to holding regular, recurring status meetings to discuss project progress. In these status meetings we will discuss:
 - a. Review the monthly report and what we have accomplished, including a discussion of our percentage of completion of that particular task.
 - b. What we plan to accomplish during the following week(s) so that you can plan the allocation of your resources appropriately.
 - c. We will discuss any delays in obtaining meetings or other communications with the various parties associated with the projects.
 - d. We will provide you with a listing of all potential issues that have been developed in (2) above.
- 4. **Provide monthly and quarterly reports** We will provide you with monthly and quarterly reports as a result of conducting the ongoing tasks associated with each project.
- 5. **Hold an exit briefing** Immediately upon finalization of Task B, we will request an exit briefing with management, similar to he kick-off meeting. At this meeting, we will summarize our results and discuss the details of our findings. We will also begin to lay the foundation for the next project tasks (ongoing monitoring) by discussing lessons learned from the first tasks and establishing a plan for ongoing monitoring.

Customized Solutions to Deter Fraud

Our proprietary technology can help detect and prevent fraud or error. Our team has developed a forensic data analysis methodology that uses the most cutting edge technology and incorporates the knowledge and experience of trained forensic technology professionals. With this technology, we are able to process and analyze substantial amounts of financial and non-financial data quickly and effectively. The technology can help identify anomalies and red flags that are indicative of misconduct. Our technology tool has been used successfully in both proactive and reactive engagements, across a broad range of industries. It can be tailored and customized to each client to help analyze an array of information, including client specific and proprietary data. The technology can be used to investigate and analyze:

- Fictitious Vendors and Customers
- Accounts Payable Fraud or Payment Error
- Related Party Transactions
- Travel and Expense Fraud
- Manual Journal Entry Manipulation
- Payroll Fraud/ Ghost Employees
- Earning Management
- Client Specific Analysis

Potential Challenges

(RFQ #938682S section 4.1.1.3)

The following table depicts any potential challenges and CLA's proposed solution.

| Potential Challenges | CLA's Solution |
|--|--|
| Compliance tasks may be seen as irrelevant and even as obstacles to the timely completion of the project. | We will implement integrity awareness training sessions with the contractors, tailored to the actual integrity monitoring knowledge and experience of the contractor. |
| Due to the long-term nature of these projects, maintaining an organized institutional memory will be of enormous importance in assuring consistency of approach. | Our approach incorporates the use of experienced staff with the right mix of skills to best address the engagement tasks. We have the advanced technological systems and tools to properly manage and thoroughly document project work. Plus, with our high staff retention rates, we can ensure the same management level staff will be working on your engagement from start to end. |

ORGANIZATIONAL SUPPORT AND EXPERIENCE

(RFQ #938682S section 4.1.2.)

CLA is the 9th largest certified public accounting and consulting firm in the United States by revenue. The firm comprises over 3,600 dedicated professionals, including more than 500 principals in 90 offices across the country to help businesses, governments, nonprofits and the individuals who own and lead them. Our government services team is comprised of more than 450 professionals solely dedicated to serving state and local government entities similar to NJDOT. As shown in figure 1, CLA has the size, capabilities and resources to provide NJDOT with highly specialized governmental insight and services.

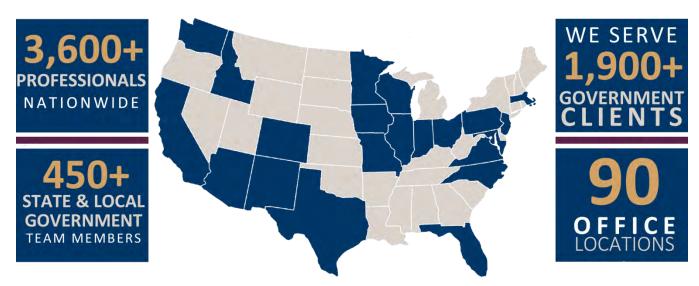


Figure 1. Firm Overview. According to Accounting Today, CLA is the 9th largest accounting firm by revenue. With a nationwide network of experienced professionals, CLA is here to help support NJDOT's needs.

The team chosen to serve NJDOT is comprised of members from CLA's government services team and our subcontractors, iParametrics and F.S. Taylor & Associates (FSTA). As described below, this team is exceptionally well qualified to assist with integrity oversight monitoring services as we understand the legislative changes, funding challenges, compliance responsibilities and risk management duties that will impact NJDOT's engagement.

Subject Matter Expert Subcontractor – iParametrics

iParametrics is an SBA-Qualified and ISO 9001:2008 Certified Small Business specializing in delivering focused technical consulting services in support of engineering, construction and disaster-related programs. Since 2005, iParametrics has been playing a vital role in the nation's response and recovery from both natural and man-made disasters through its involvement in the FEMA PA Program. This team has significant experience in all areas of PA and Hazard Mitigation including a keen understanding of the Stafford Act, Hazard Mitigation Planning (44 CFR Pat 201), and the Hazard Mitigation Grant Program (44 CRF Part 206). Furthermore, our team is currently supporting three major disaster recovery efforts, including operations in the state of New Jersey.

SBE Subcontractor – F.S. Taylor & Associates, P.C.

FSTA is a certified public accounting firm, registered as a Small Business Enterprise with the New Jersey Division of Revenue. FSTA has substantial experience providing accounting, auditing and management consulting services to state and local governments, including transportation entities. These services also include OMB Circular A-133 audits of federal grants and contracts for compliance with laws and regulations including compliance related to FEMA regulations. FSTA has worked with CLA on similar contract engagements including, Maryland Transportation Authority and Washington Metropolitan Area Transit Authority.

The CLA combined team brings the following expertise to NJDOT's engagement:

- Our team has experience in financial and compliance auditing, project and integrity oversight and anti-fraud monitoring requirements. We bring together CPAs, CFEs and technology experts in the fields of forensic accounting, fraud investigation, and fraud risk management.
- According to the Federal Audit Clearinghouse, CLA performs more single audits (867) than any other firm in the nation! This attests to our thorough knowledge of grant management through every step of the integrity monitoring process. A value added service includes our ability to recognize the communication lanes between contractors and subrecipients related to federal assistance eligibility requirements, application processing, reporting requirements, audit follow-up, and resolution of audit findings.
- Our prior work and familiarity with New Jersey puts us in the unique position to build upon the knowledge we have gained on prior audits and advisory services. Our understanding of the agencies within the State of New Jersey and their business operations and internal control structures will not only allow us to achieve the objectives of these projects, but to add value to NJDOT. The New Jersey agencies and departments we currently serve include the following:
 - o New Jersey Economic Development Authority Program/process management, financial auditing & grant management, and integrity monitoring/anti-fraud services
 - New Jersey Department of Transportation Overhead rate audit
 - New Jersey Higher Education Student Assistance Authority Single audit
 - New Jersey Transit Authority IT audit internal controls assessment
 - New Jersey Housing and Mortgage Finance Agency Single audit, housing revenue bond audit, home buyer program audit, housing revenue bond resolution audit, & independent assessment engagements
 - Hurricane Sandy New Jersey Relief Fund (non-for-profit) Accounting services
- Our team has experience with disaster recovery, government contract and procurement/ project management requirements, related internal control processes, and compliance infrastructure. Since 2010, CLA has been working with the Deepwater Horizon Economic Claims Center, which administers close to \$50 billion of claims and settlement payments. We performed program risk assessments and evaluated the internal control environment, tested operation effectiveness and made site visits. Furthermore, our subcontractor, iParametrics has played a vital role in the nation's response and recovery to disasters through its involvement in the FEMA Public Assistance (PA) Program since 2005. They have assisted in the development, review and closeout of thousands of construction projects across 53 federally declared disasters.

- CLA government professionals have a multitude of experience serving HUD assisted entities, including redevelopment and housing authorities. We keep up with the changes HUD implements and are fully aware of Generally Accepted Accounting Principles (GAAP) financial statement issues, Governmental Accounting Standards Board (GASB) requirements and REAC and HUD reporting standards. Our experience ensures that we can bring NJDOT insight on compliance with applicable regulations, guidelines and best practices. A sampling of the HUD assisted entities we serve is includes the following:
 - Fairfax County Redevelopment and Housing Authority
 - Richmond Redevelopment and Housing Authority
 - Maryland Department of Housing and Community Development
 - Federal Housing Administration
 - Housing Authority of Baltimore City
 - District of Columbia Housing Authority
 - Southern Nevada Regional Housing Authority
- FSTA has participated in the OMB Circular A-133 single audits of FEMA grants and contracts for the Maryland Transportation Authority since 2008. This process also included conducting a single audit over a FEMA reimbursement grant for damages caused by Hurricane Sandy for FY 2013. During the audits, we reviewed internal controls and compliance with FEMA guidelines over the use of federal funds; supporting documentation of payments for compliance with federal and state regulations and requirements; procurement processes; and other various controls/processes used by this state government agency to administer the program.

CLA proposed engagement team can provide NJDOT with support for its Integrity Monitoring and Oversight program using proven methodologies, frameworks, expert knowledge and experience to minimize the risk of de-obligation of funding, and prevent or rectify the duplication of benefits, process and payment errors, waste, fraud, abuse, malfeasance and mismanagement of funding. The staff chosen to serve NJDOT has experience serving state and local disaster operations. Plus, we have a deep understanding of NJ Procurement Law, Stafford Act and FEMA Region II, and thoroughly understand the intricacies of these programs as well as the applicable federal and state policies, rules, regulations and guidelines that define them.

References

We recognize that quality of service, relevant experience and depth of resources will be key factors as you prepare to select a firm to serve NJDOT's integrity oversight monitoring projects. We therefore encourage you to contact the following client references served by your proposed engagement team.

| Reference | Contact Information |
|---|--|
| New Jersey Economic Development Authority | Frederick J. Cole, Sr. Vice President of Operations 609-858-6867; fcole@njeda.com |
| Maryland Transportation Authority | Deborah Sharpless, Chief Financial Officer 410-537-6767; desharpless@mdta.maryland.gov |

| Washington Metropolitan Area Transit Authority | Helen Lew, Inspector General 202-962-2515; hlew@wmata.com |
|--|--|
| Fluor Corporation (iParametrics) | Patricia Salyers, PA TAC Manager 812-537-9749; <u>Trish.c.salyers@gmail.com</u> |
| Board of Commissioners, Port of New Orleans (iParametrics) | Chris Richard, Executive Assistant for Capital Projects 504-528-3403; richardc@portno.com |

Contract Organization Chart

Our highly effective team will address NJDOT's oversight montoring projects using a collaborative and team-based approach. We have strategically organized our engagement team aligning our professionals to each individual's specialization as outlined in figure 3 below:

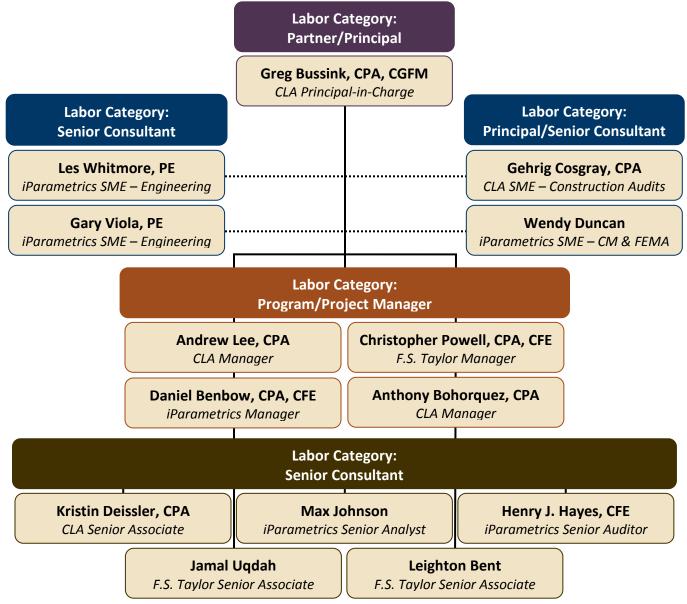


Figure 3. Experienced Project Team. CLA has the advantage of bringing our pool of local government resources to the engagement quickly for an effective and efficient engagement with long-term staff continuity.

Resumes

(RFQ #938682S section 4.1.2.1)

We have provided the detailed resumes for all management, supervisory and key personnel to be assigned to the contract in Appendix A: Engagement Team Resumes. Furthermore, CLA affirms that no key team member, subcontractors or its key members are listed on any State or Federal suspension, debarment or disqualification list.

Experience on Contracts of Similar Size and Scope

(RFQ #938682S section 4.1.2.2)

The following is a comprehensive listing of contracts of similar size and scope, which also addresses section 4.1.1 of the RFP.

| New Jersey Economic Development Authority | | | |
|---|--|-----------------------|----------------------------|
| Budget | Budget \$174,000/year Contract Date April 2014 – Present | | |
| Contact 1 | Frederick J. Cole, Sr. Vice | Contact 1 Information | 609-858-6867 |
| | President of Operations | | fcole@njeda.com |
| Contact 2 | Rosann Koval, NJ | Contact 2 Information | 609-984-0056 |
| | Treasurers Office | | Roseann.Koval@treas.nj.gov |

Description of Services & Similarities

Earlier this year, CLA and iParametrics were awarded the contract to provide Program and Process Management Auditing, Financial Auditing and Grant Management and Integrity Monitoring/Anti-Fraud support services for Disaster Recovery in support of Hurricane Sandy relief efforts. Our team of consultants is working on behalf of the Economic Development Authority in connection with damage caused by Superstorm Sandy. Staff provide technical subject matter expertise, auditing and review of state contracts with the goal of minimizing the risk of de-obligation, and preventing or rectifying the duplication of benefits, process & payment errors, waste, fraud, abuse, malfeasance and mismanagement of funds.

| I | Maryland Transportation Authority | | | |
|---|--|--------------------------|-----------------------|-------------------------------|
| | Budget ~\$115,000/year | | | 2011 – Present |
| | Contact 1 | Deborah Sharpless, Chief | Contact 1 Information | 202-962-2515 |
| | | Financial Officer | | desharpless@mdta.maryland.gov |
| | Contact 2 Joyce Diepold, Senior Director Contact 2 Information | 410-537-5701 | | |
| | | Director | Contact 2 Information | jdiepold@mdta.state.md.us |

Description of Services & Similarities

We provide advice on issues related to public transit providers including a SSAE 16 Report of Xerox processing operations related to E-ZPass and several internal audit projects concerning payroll analysis, revenue analysis, IT assessments, and contract compliance with outside vendors. We have also performed the financial statement audit, single audit, and reviewed their CAFR and provided recommendations for improvement.

| Metropolitan Washington Airports Authority | | | |
|--|---|-----------------------|---------------------------------------|
| Budget | Budget ~\$150,000/year Contract Date 2006 – present | | |
| Contact 1 | Valerie Holt, Chief Audit Services | Contact 1 Information | 703-417-8778 valerie.holt@mwaa.com |
| Contact 2 | Rita Alston, Budget Manager | Contact 2 Information | 703-417-8778 Rita.alston@mwaa.com |

Description of Services & Similarities

CLA serves as an internal audit function, whereby we have an overall contract with the Authority and then they issue task for specific internal audit projects, which included internal control analysis, payroll analysis, revenue analysis, IT assessments, utilization of real estate analysis and contract compliance with outside vendors.

| Washington Metropolitan Area Transit Authority | | | |
|--|-------------------------|-----------------------|------------------------|
| Budget | \$1,773,050 (includes 4 | Contract Date | 2008 – 2013 (Mandatory |
| | contracts) | | Rotation) |
| Contact 1 | Helen Lew, Inspector | Contact 1 Information | 202-962-2515 |
| | General | | hlew@wmata.com |
| Contact 2 | Stephanie Audette, | Contact 2 Information | 202-962-2227 |
| | Controller | | saudette@wmata.com |

Description of Services & Similarities

We performed special engagements on issues related to public transit providers including revenue collection procedures, inventory procedures, national transit database agreed upon procedures, and other projects. We also performed financial statement and single audits for WMATA, which included recommendations on financial reporting and improvements in internal control.

| | Virginia Port Authority | | | |
|-----------|--|-----------------------|----------------------------|--|
| Budget | Budget ~\$90,000/year Contract Date 2012 – Present | | | |
| Contact 1 | Wendy King, Director of | Contact 1 Information | 757-683-2177 | |
| | Finance | | wking@portofvirginia.com | |
| Contact 2 | Rodney Oliver, Chief | Contact 2 Information | 757-683-2170 | |
| | Financial Officer | | roliver@portofvirginia.com | |

Description of Services & Similarities

We provide financial statement audit, single audit, and agreed-upon procedures on topics of concern to governance and management. Our work has included recommendations on financial reporting, improvements in internal control, and working directly with the Auditor of Public Accounts (APA). The Virginia Auditor of Public Accountants engaged CLA to perform this engagement and oversees our work, including planning the engagement and financial and compliance reporting.

| | Virginia Department of Transportation | | |
|--|---------------------------------------|---|--|
| Budget Fees vary and are dependent on project Contract Date 2002 – Present | | | |
| Contact 1 Bradley Gales, Internal Audit Director Contact 1 Information 804-786-2825 Bradley.gales@v | | 804-786-2825 <u>Bradley.gales@vdot.virginia.gov</u> | |
| Contact 2 Cameron Caffee, Audit Contact 2 Information 804-786-4882 | | 804-786-4882 | |

Description of Services & Similarities

We have worked on over 20 separate Statements of Work under this contract, including performing an IT review of VDOT's computer operations (critical data & operations, system development life cycle methodology, maintenance, new & revised software, contingency planning & emergency preparedness) and application system security audits. In a recent project, we tested charges for materials on hand for proof that the materials existed, were priced appropriately, were actual products and were being used and stored properly. This process resulted in significant cost savings for VDOT. Additionally, we have evaluated controls over VDOT's Toll Operations as part of an SSAE 16 audit.

| Port of New Orleans, LA | | | |
|-------------------------|---|-----------------------|---------------------|
| Budget | N/A Contract Date August 2013 – August 2018 | | |
| | Chris Richard, Executive | | 504-528-3403; |
| Contact 1 | Assistant for Capital | Contact 1 Information | richardc@portno.com |
| | Projects | | |

Description of Services & Similarities

iParametrics holds a contract to provide Port Support Services (PSS) to the Port of New Orleans for emergency management, disaster planning, hazard mitigation, recovery efforts and resilience operations. Services under this contract include pre-disaster planning, threat & hazard assessment, disaster operations support, project formulation, auditing & integrity monitoring, project compliance & close out and other technical assistance. We are assisting the Port with all submittals for reimbursement under FEMA's PA program, all submittals of the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) reports as required, schedule & tracking of projects, maintaining capital budgets & disaster recovery program documentation and project close out operations. iParametrics authored and is implementing the Port's Comprehensive Planning, Response and Recovery framework.

Additional Experience of Bidder

(RFQ #938682S section 4.1.2.3)

CLA has a deep understanding of the FEMA PA program, HUD requirements, knowledge and experience of state and local procurement processes as well as the intricacies of these programs and applicable federal and state policies, rules, regulations and guidelines that define them. Our staff is comprised of former Federal Coordinating Officers, public managers and technical consultants (CPAs, Auditors, Engineers, Architects, Construction Managers and SMEs) who have managed numerous disaster response and recovery efforts. Members of your proposed engagement team are currently supporting the following major disaster recovery efforts.

| FEMA Details & Date | Scope of Services |
|--|--|
| FEMA PA Program February 2005 – February 2017 | The FEMA PA Program provides assistance with debris removal, implementation of emergency protective measures, and permanent restoration of infrastructure after a presidentially declared disaster. iParametrics has deployed roughly 180 employees across over 50 disasters throughout the United States and its territories. Our staff is comprised primarily of highly technical engineers and SMEs as well as "specialty staff" to support all areas within the recovery program such as damage evaluation, PW development, financial analysis, integrity monitoring, auditing & compliance, cost analysis, mitigation & policy efforts, litigation & appeals support, training, Long Term Community Recovery (LTCR) as well as program review and closeout operations. |
| FEMA PA Program – State of New Jersey: Hurricane Sandy (DR-4086) 2012 – Present | iParametrics is currently supporting FEMA PA recovery efforts in New Jersey as a result of Hurricane Sandy. Our construction, engineering, historic preservation, technical and financial subject matter experts provide oversight and guidance to affected jurisdictions. Representative tasks include PW development, damage assessments, quality assurance/control reviews, and program monitoring and facilitation. iParametrics staff has oversight of FEMA marine operations including PW development and reviews, monitoring of debris storage sites and contractor monitoring. iParametrics consultants are providing advisory services to the Office of Central Counsel in the preparation of policy briefs for FEMA's FCO, Headquarters and Infrastructure Branch Chief. |
| FEMA PA Program - State of Virginia: Hurricane Irene (DR-4024) 2011 - 2012 | iParametrics' SME Wendy Duncan was an Infrastructure Branch Chief for the states response to Hurricane Irene in the Commonwealth of Virginia, and was activated to support VDOT, Fredericksburg, Richmond, Hampton Roads Districts and the City of Portsmouth in providing FEMA PA services. A team of over 150 personnel were mobilized to perform damage assessments, and to support and manage the FEMA PA Program, Federal Highway Program and Insurance Recovery from Hurricane Irene. Wendy developed all categories of work PWs for both large and small projects for FEMA reimbursement and Federal Highways Detailed Damage Inspection Reports in recovery and reconstruction efforts of the Transportation Department. She also assisted with engineering support, project |

development, monitoring and closeout for these efforts while working closely with FEMA in conjunction with DOT recovery and mitigation efforts. In addition, she assisted in the planning and preparation of hazard mitigation grant proposals (HMGP), PW amendments, NEPA submittals, and for alternate and improved project/plans.

FEMA PA Program - State of Iowa: Severe Storms, Flooding & Tornados (DR-1930-IA)

iParametrics, as a member of the Fluor TAC (Technical Assistance Contract) Team, deployed personnel to Iowa in support of FEMA's PA efforts as a direct result of severe storms, flooding and tornadoes that affected 57 counties statewide in the Midwest. iParametrics deployed civil and structural engineers with backgrounds and experience in road and bridge projects to serve as Project Specialists and assist state applicants through the public assistance process with an emphasis on road and bridge design and construction. Representative tasks included conducting damage assessments, cost estimating, project worksheets development, monitoring and compliance with Federal, state and local laws. The total dollars obligated for Public Assistance Grants was \$41M.

2010

FEMA PA Program - State of South Dakota: **Flooding** (DR-1915-SD)

2010

iParametrics, as a member of the Fluor TAC (Technical Assistance Contract) Team, deployed personnel to South Dakota in support of FEMA's PA efforts as a direct result of flooding that affected 37 counties in the eastern half of the state. iParametrics deployed personnel with backgrounds and experience in structural and civil engineering to serve as Project Specialists and assist applicants through the public assistance process in order to receive FEMA funding. Our engineers focused on damages to roads, bridges and culverts, and conducted damage assessments, determined eligibility for FEMA funding, wrote primarily Category C Project Worksheet, provided detailed damaged estimates, facilitated the State applicants reconstruction process. The total dollars obligated for Public Assistance Grants is over \$21M.

FEMA PA Program -State of North Dakota: Severe Storms & Flooding (DR-1829-ND)

2009

iParametrics, as a member of the Fluor TAC (Technical Assistance Contract) Team, deployed personnel to North Dakota in support of FEMA's PA efforts as a direct result of severe storms and flooding that affected 58 counties statewide. iParametrics deployed personnel with backgrounds and experience in road and bridge design and construction including Structural and Mechanical Engineers. They served as PACs and Project Specialists to assist applicants through the public assistance process in order to receive FEMA funding. Representative tasks included conducting damage assessments, repair and construction estimates, hazard mitigation, compliance and financial monitoring of the PA process.

FEMA PA Program - State of Louisiana Health & Research Team

2005 - Present

As part of FEMA's Health and Research Technical Services Team (HRTST), iParametrics has been instrumental in providing technical management and support to this \$2 Billion program. The HRTST team is responsible for the evaluation, funding and technical administration of the re-construction of over 200 hospitals and laboratory facilities, as well as numerous high profile structures such as the Louisiana Super Dome, Louisiana State and Tulane Universities. Over the past nine years, iParametrics has provided over 100 technical staff across a

broad range of disciplines in support of this program.

Disclosure

(RFQ #938682S section 4.1.2.4)

We affirm that neither CLA nor our subcontractors, iParametrics nor F.S. Taylor & Associates, P.C., has any current or past business relationships with the contractors providing services under this RFQ.

Financial Capability of the Bidder

(RFQ #938682S section 4.1.2.5)

CLA is one the Top 10 largest accounting firms in the U.S. and has been in business for more than 60 years. CLA takes pride in the fact that it operates in a fiscally responsible manner. Through strategic planning and responsible fiscal actions in both good and bad economic times, we have built a solid foundation. In addition, please note that CLA is wholly owned by its partners, none of whom owns more than two percent of the firm, thus limiting individual fiscal responsibility.

As a public accounting firm, our financial statements are not audited. Please see our separate PDF marked Confidential-Financial Information for evidence of the firm's financial stability, including our bank reference.

APPENDIX A: ENGAGEMENT TEAM RESUMES

| | Gregory (Greg) Bussink, CPA, CGFM |
|-----------------------------------|--|
| Classification 0 | Classification: Partner/Principal |
| Classification & Responsibilities | Responsibilities: Greg will oversee all project work, including reviewing the work |
| | plan, coordinating activities with the program manager and directing all meetings. |
| Hourly Rate | \$251.31 |
| Education | Bachelor of Science, Accounting, Bowie State University |
| | Certified Public Accountant |
| Professional | Certified Governmental Financial Manager |
| Certifications & | American Institute of Certified Public Accountants, Member |
| Affiliations | Government Finance Officers Association, Member |
| | Association of Government Accountants, Member |
| Delevent | Greg has over 18 years of experience, specializing in serving government entities. |
| Relevant | He is one of our leading government experts in the region, and is well versed in |
| Qualifications & | the issues that governmental entities face. In addition, Greg frequently speaks at |
| Experience | local governmental conferences and training events. |
| | (1) New Jersey Economic Development Authority; April 2014 – Present |
| | Description: CLA and iParametrics were awarded the contract to provide Program |
| | and Process Management Auditing, Financial Auditing and Grant Management |
| | and Integrity Monitoring/Anti-Fraud support services for Disaster Recovery in |
| | support of Hurricane Sandy relief efforts. Our team of consultants is working on |
| | behalf of the Economic Development Authority in connection with damage |
| | caused by Superstorm Sandy. Staff provide technical subject matter expertise, |
| Duraniana Franciana | auditing and review of state contracts with the goal of minimizing the risk of de- |
| Previous Experience | obligation, and preventing or rectifying the duplication of benefits, process & |
| Completing Similar | payment errors, waste, fraud, abuse, malfeasance and mismanagement of funds. |
| Contracts | (2) Virginia Port Authority; 2012 – Present |
| | Description: We provide financial statement audit, single audit, and agreed-upon |
| | procedures on topics of concern to governance and management. Our work has |
| | included recommendations on financial reporting, improvements in internal |
| | control, and working directly with the Auditor of Public Accounts (APA). The |
| | Virginia Auditor of Public Accounts engaged CLA to perform this engagement and |
| | oversees our work, including planning the engagement and financial and |
| | compliance reporting. |
| | (1) New Jersey Economic Development Authority |
| | 36 West State Street.; Trenton, NJ 08625 |
| References | Roseann Koval, NJ Treasurers Office; 609-984-0056; Roseann.Koval@treas.nj.gov |
| references | (2) Virginia Port Authority |
| | 600 World Trade Center; Norfolk, VA 23510 |
| | Rodney Oliver, CFO; 757-683-2170; roliver@portofvirginia.com |

| | Gehrig Cosgray, CPA | |
|--|--|--|
| Classification & | Classification: Principal (SME – Construction Audits) | |
| Responsibilities | Responsibilities: Gehrig will serve as a SME on construction-related audits. | |
| Hourly Rate | \$251.31 | |
| Education | Bachelor of Science in Accounting, West Virginia University | |
| Professional | Certified Public Accountant | |
| Certifications & | American Institute of Certified Public Accountants, Member | |
| Affiliations | Accounting Advisory Board, Loyola College of Maryland | |
| | Gehrig has over 39 years of experience and serves as the Principal-in-Charge of | |
| Relevant | CLA's Northeast Region Construction and Real Estate Practice. He has provided | |
| Qualifications & | construction audit/contract closeout services throughout his career; and | |
| Experience | therefore, is well versed in the requirements associated with construction | |
| | auditing both from the aspect of the contractor and the owner. | |
| (1) CH2M Hill Plateau Remediation Company; March 2012 – September 2012 | | |
| | <u>Description:</u> We perform incurred cost audits of various contractors working for | |
| Previous Experience | the Department of Energy to assist with contract close out. CLA audited various | |
| Completing Similar | DOE contractors claimed direct and indirect contract costs for allocablility, | |
| Contracts | allowability and reasonableness as defined by the Federal Acquisition Regulation, | |
| | the Department of Energy Acquisition Supplement, and, where applicable, the | |
| | Cost Accounting Standards. | |
| | (1) CH2M Hill Plateau Remediation Company | |
| References | P.O. Box 1600, M/S H8-42; Richland, WA 99352 | |
| | Donald Stewart; 509-376-6294; N/A | |

| | Andrew (Andy) Lee, CPA | |
|--|---|--|
| Classification & Responsibilities | Classification: Program Manager Responsibilities: Andy will be responsible for the planning, execution and management of the projects, and will serve as one of your primary contacts. | |
| Hourly Rate | \$157.41 | |
| Education | Bachelor of Science in Accounting, Penn State University | |
| Professional | Certified Public Accountant | |
| Certifications & | American Institute of Certified Public Accountants, Member | |
| Affiliations | Association of Government Accountants, Member | |
| Relevant Qualifications & Experience | Andy has over 10 years of experience specializing in governmental auditing and accounting. He has extensive experience developing audit plans and reviewing work performed by staff, which includes the performance of internal control reviews; assure the effectiveness and efficiency of operations; reliability of | |
| Experience | financial reporting; and compliance with applicable laws and regulations. | |
| Previous Experience Completing Similar Contracts | (1) Delaware River and Bay Authority; December 2013 – June 2014 Description: Andy managed DRBA's financial statement audit as of December 31, 2013, in which 70% of DRBA's assets are related to Property, Plant, and Equipment (PP&E) including construction-in-progress projects. During the engagement, numerous procurement and construction projects were audited to verify the process was in accordance with all of the entity's policies and | |

| | Andrew (Andy) Lee, CPA |
|------------|---|
| | procedures. In addition, we verified that the completed construction projects |
| | were being identified, capitalized and appropriately closed out. |
| | (2) Lower Merion Township, PA; August 2013 – September 2014 |
| | <u>Description:</u> Andy performed a single audit of the Township's compliance over |
| | Disaster Grant funds, which were provided to those governments recovering |
| | from the devastating effects of disasters (Hurricane Sandy) by providing |
| | assistance for debris removal; emergency protective measures; and the repair, |
| | restoration, reconstruction or replacement of public facilities or infrastructure |
| | damaged or destroyed. |
| | Andy performed testing over the Township's expenditures that were approved |
| | for payment, allowable per the grant agreement and to ensure the transaction |
| | were properly recorded. In addition, he reviewed the financial reporting |
| | requirements in accordance with OMB A-133 to ensure that the required reports |
| | for federal awards included all activity of the reporting period, are supported by |
| | applicable accounting or performance records, and are fairly presented in |
| | accordance with governing requirements. |
| | (1) Delaware River and Bay Authority |
| References | P.O. Box 71; New Castle, DE 19720 |
| | Joe Larotonda, Controller; 302-571-6323; joe.larotonda@drba.net |
| | (2) Lower Merion Township, PA |
| | 75 E. Lancaster Ave; Ardmore, PA 19003 |
| | Dean Dortone, CFO; 610-645-6139; DDortone@lowermerion.org |

| | Anthony Bohorquez, CPA, CFF, CFE |
|--|---|
| Classification & Responsibilities | Classification: Project Manager Responsibilities: Anthony will work closely with management and staff to coordinate forensic accounting and investigative services. |
| Hourly Rate | \$141.17 |
| Education | Bachelor of Science in Accounting, University of Southern California |
| Professional Certifications & Affiliations | Certified Public Accountant Certified in Financial Forensics Certified Fraud Examiner American Institute of Certified Public Accountants, Member Association of Certified Fraud Examiners, Member CA Society of CPAs, Forensic Services Section, Steering Committee Member |
| Relevant Qualifications & Experience | Anthony has over 14 years of experience providing forensic accounting and investigative services. His experience includes matters dealing with financial reporting issues, fraud and review of internal controls. |
| Previous Experience Completing Similar Contracts | (1) Dunn & Davison LLC; October 2011 – July 2013 <u>Description:</u> CLA assisted a construction company in investigating and quantifying overbilling by a vendor. We developed a detailed database of vendor purchase orders/invoices, vendor sales invoices, client purchase orders/invoices, payments and bank statement activity. CLA matched client purchases back to vendor |

Anthony Bohorquez, CPA, CFF, CFE

purchase orders and traced the payments for each invoice. CLA documented examples of overbillings and presented to the FBI and IRS to assist in a criminal investigation. This documentation was used in the indictment of the vendor.

(2) Fellows LaBriola LLP; March 2013 - Present

<u>Description</u>: CLA is providing investigative help related to allegations of corruption and fraud on the part of the former CEO and former board members of a southern energy cooperative. CLA performed forensic data analysis on disbursements, general ledger entries, payroll records, emails, instant messages, hard copy documents and electronic documents, some dating back to the late 1990's. CLA made various presentations to the cooperative's audit committee, summarizing findings and analysis on a regular basis.

(3) Robins, Kaplan, Miller & Ciresi LLP / Robbins Gellar Rudman & Dowd LLP; March 2013 – August 2013

Description: CLA assisted the lead counsel of a class action lawsuit related to payment card interchange fees and merchant discounts. After a settlement of over \$6 billion, CLA was tasked with performing forensic data analysis on legal professional fees and expenses related to the litigation. CLA performed forensic data analysis on the time and expense detail of each of the class counsel firms who submitted fee and expense data in support of Class Counsel's request to the Court for attorneys' fees and expense awards. CLA acquired and developed a database consisting of daily time entries and expenses for 56 separate law firms over a period of 11 years. CLA's data analysis consisted of identifying duplicate entries, entries over a certain allowed time threshold, and entries at an improper rate. CLA also identified entries that were not in accordance with specific guidelines determined by lead counsel. Prior to CLA's review, lead counsel had identified approximately \$14 million in reductions to billings by class counsel firms. CLA's review identified approximately \$700,000 in additional billings that did not meet lead counsel's criteria.

(1) Dunn & Davison LLC

700 S. Riverside Rd, Suite 200; St. Joseph, MO 64507

Jeff Davison, Esq.; 816-676-5606; idavison@dunndavison.com

(2) Fellows LaBriola LLP

225 Peachtree St. NE; Atlanta, GA 30303

James Deichert, Of Counsel; 404-586-2029; jdeichert@fellab.com

(3) Robins, Kaplan, Miller & Ciresi LLP

800 LaSalle Ave; Minneapolis, MN 55402

Thomas Undlin, Partner; 612-349-8500; tjundlin@rkmc.com

CliftonLarsonAllen A-5

References

| | Kristin Deissler, CFE |
|---------------------|--|
| Classification 0 | Classification: Senior Consultant |
| Classification & | Responsibilities: Kristin will work closely with management and staff to coordinate |
| Responsibilities | an effective and efficient project engagement. |
| Hourly Rate | \$141.17 |
| Education | Bachelor of Science in Accounting, Shippensburg University |
| Professional | Certified Fraud Examiner |
| Certifications & | Association of Certified Fraud Examiners, Member |
| Affiliations | Philadelphia Association of Certified Fraud Examiners, Member |
| Relevant | Kristin has over 10 years of experience in public accounting specializing in |
| Qualifications & | providing assurance and audit services for public sector clients. She has extensive |
| Experience | experience with compliance auditing and grant and contribution accounting. |
| | (1) Solebury Township, PA; January 2012 – December 2012 |
| | <u>Description:</u> Kristin performed a single audit of the Township's compliance over |
| | Disaster Grant funds, which were provided to those governments recovering |
| | from the devastating effects of disasters (Hurricane Sandy) by providing |
| | assistance for debris removal; emergency protective measures; and the repair, |
| | restoration, reconstruction or replacement of public facilities or infrastructure |
| | damaged or destroyed. |
| | Kristin performed testing over the Township's expenditures that were approved |
| | for payment, allowable per the grant agreement and to ensure the transaction |
| | were properly recorded. In addition, she reviewed the financial reporting |
| | requirements in accordance with OMB A-133 to ensure that the required reports |
| | for federal awards included all activity of the reporting period, are supported by |
| Previous Experience | applicable accounting or performance records, and are fairly presented in |
| Completing Similar | accordance with governing requirements. |
| Contracts | (2) County of Northampton, PA; December 2012 – April 2013 |
| | Description: Kristin was the in-charge of the County's financial statement audit |
| | and single audit as of December 31, 2012. One of the programs audited under |
| | OMB Circular A-133 was a Pre-Disaster Mitigation program which promotes |
| | implementation of activities designed to reduce injuries, loss of life and damage |
| | and destruction to property from natural hazards. |
| | |
| | Kristin performed testing over the County's expenditures that were approved for |
| | payment, allowable per the grant agreement and to ensure the transaction were |
| | properly recorded. In addition, she reviewed the financial reporting requirements |
| | in accordance with OMB A-133 to ensure that the required reports for federal |
| | awards included all activity of the reporting period, are supported by applicable |
| | accounting or performance records, and are fairly presented in accordance with |
| | governing requirements. |
| Deferences | (1) Solebury Township, PA |
| References | 3092 Sugan Rd; Solebury, PA 18963 |
| | Michele Blood, Finance Director; 215-297-5656; mblood@soleburytwp.org |

| Kristin Deissler, CFE | |
|-----------------------|---|
| | (2) County of Northampton, PA |
| | 669 Washington St.; Easton, PA 18042 |
| | Mary Alice Einfalt, Accounting Manager; 610-559-3114; |
| | meinfalt@northamptoncounty.org |

Subcontractor Resumes for iParametrics

| | Wendy Duncan, MS |
|--|---|
| Classification & Responsibilities | Classification: Senior Consultant (SME – CM & FEMA) |
| | Responsibilities: Wendy will serve as a SME on DOT Construction Management |
| | and FEMA regulations. |
| Hourly Rate | \$141.17 |
| | Master of Science in Construction Management, Southern College of |
| Education | Technology |
| | Bachelor of Science in Civil Engineering Technology, Southern College of Technology |
| Drofossional | Technology |
| Professional Certifications & | Utility ManagerAlabama Insurance Adjuster |
| Affiliations | Certified FEMA CEF Instructor |
| Relevant Qualifications & Experience | Wendy has over 25 years of experience as a civil engineer, cost estimator, project manager, and in disaster response, recovery and closeout. She has held numerous position within FEMA Public Assistance with varying responsibilities including Branch Chief for FEMA / FHWA, Deputy PAO, Task Force Lead, PA Crew Leader, Project Specialist, Incident Costing Specialist, QA/QC Reviewer, Closeout Specialist, Technical Specialist, Debris Specialist, CEF Instructor, as well as State-level DPAO, PAC and Project Officer. She has extensive experience developing and reviewing Project Worksheets in all categories and CEFs, FEMA's Cost Estimating Format for large projects. Wendy has a strong working knowledge and experience with the Robert T. Stafford Act, various FEMA Assessment standards, and numerous Federal/State standards and regulations. She has been designated as mentor and trainer for Junior Project Officers and Specialists and is able to apply the principles, policies, and eligibility criteria of the PA Program for all categories of permanent restorative work and forensic damage assessment. Wendy has extensive project management, cost engineering and forensic damage assessment experience for government agencies, general contractors, architects and engineering firms. She has performed hundreds of FEMA roadway repair/replacement assessments, and also worked with state and local DOTs on over 30 roadway debris removal projects and performed as a construction engineer on numerous DOT road and bridge construction improvement projects. Wendy has participated in 57 disaster deployments, including Hurricane Sandy in |
| | New Jersey and New York , as well as 23 training deployments as a CEF Instructor, Project Engineer, Debris Trainer and Project Officer Mentor. |

| Wendy Duncan, MS | |
|---------------------|--|
| | (1) Virginia Department of Transportation |
| | <u>Description:</u> Most recently Wendy served as the Infrastructure Branch Chief to |
| | state disaster recovery efforts in Virginia supporting the Virginia Department of |
| | Transportation. She has been successfully involved in project management, |
| Previous Experience | engineering and estimating for numerous projects. VADOT projects include |
| Completing Similar | hydraulic studies and schematic designs for bridges (clear span systems) and |
| Contracts | FHWA inspections. |
| | (2) FEMA Public Assistance |
| | <u>Description:</u> Wendy led several projects including 390 bridge project reviews in |
| | Vermont for Hurricane Irene Public Assistance, the restoration of six bridges for |
| | the El Centro Earthquake in California and 109 FHWA bridge restoration projects |
| | for the Northridge Earthquake in California. |
| | (1) Virginia Department of Transportation |
| | 1401 E. Broad St.; Richmond, VA 23219 |
| | Earl Sharp, Field Operations Manager; 804-225-3157; |
| | Earl.Sharp@VDOT.VIRGINIA.GOV |
| References | (2) FEMA Public Assistance |
| | Hazel Joanes, FEMA PAC (El Centro Earthquake); 650-712-8730; |
| | <u>hjoanes@gmail.com</u> |
| | Ron Pevan, FEMA Infrastructure Branch Chief (Hurricane Irene); 720-448-3420; |
| | ronald.pevan@fema.dhs.gov |

| Les Whitmore, PE | |
|--|--|
| Classification & Responsibilities | Classification: Senior Consultant (SME – Engineering) Responsibilities: Les will serve as a SME on structural and geotechnical engineering. |
| Hourly Rate | \$141.17 |
| Education | Bachelor of Science in Structural Engineering, Brigham Young University |
| Professional Certifications & Affiliations | Registered Professional Engineer – UT, NV, CA, AZ Registered Structural Engineer – UT |
| Relevant Qualifications & | Les has over 19 years of engineering experience with strong general construction, transportation, geotechnical and FEMA PA knowledge. He specializes in Department of Transportation work where he has completed a broad range of engineering projects, which include subdivision design, roadway design, freeway design and construction oversight, structural design for residences and commercial buildings, foundation design for buildings and bridges. |
| Experience | Since 2008, Les has supported FEMA Public Assistance as a Project Specialist and Bridge and Roads Specialist on eight disasters primarily focusing on damages to roads, bridges and culverts. He has extensive experience developing Project Worksheets with scope of work and cost estimates, providing QA/QC reviews and writing PW Versions. He has a strong working knowledge of hazard mitigation and has developed hazard mitigation proposals on almost every disaster. Other |

| Les Whitmore, PE | |
|----------------------------|--|
| | FEMA PA experience includes field inspections and PW development for the |
| | Cheyenne River Sioux tribe, writing scopes of work and CEF development for |
| | Rural Electrical Coops, making geotechnical recommendations, mentoring new |
| | DAEs and assisting with closeout. Les is knowledgeable of all PW categories. |
| Previous Experience | (1) Go Civil Engineering |
| Completing Similar | Description: Heath is a previous coworker and can attest to Les' skills and |
| Contracts | expertise in transportation-related work. |
| References | (1) Go Civil Engineering |
| | Heath Oveson, Manager; 435-592-3151; heath@gocivil.net |

| Gary Viola, PE, MBA | |
|--|---|
| Classification & | Classification: Senior Consultant (SME – Engineering) |
| Responsibilities | Responsibilities: Gary will serve as a SME on civil engineering. |
| Hourly Rate | \$141.17 |
| Education | Master of Business Administration, Marshall University |
| Luucation | Bachelor of Science in Engineering of Mines, West Virginia University |
| Professional Certifications & Affiliations | Registered Professional Engineer – WV Utility Manager – GA |
| Relevant Qualifications & Experience | Gary has over 30 years of experience in project management, design, contract management and disaster recovery. Since 2006, he has been working FEMA disaster recovery efforts primarily in Louisiana. He was a Public Assistance Coordinator for Facility Planning and Control, which is the Agency responsible for all state government buildings in Louisiana, including the Orleans Parish properties: Jackson Barracks, the Superdome, Zephyr Stadium, and New Orleans Convention Center and associated infrastructure/roads. He served as Project Officer where he wrote PWs, performed CEF estimates, determined hazard mitigation eligibility, conducted kick-off meetings and applicant exit interviews, and updated and maintained CMF in NEMIS. As a Louisiana State PAC, Gary reviewed PWs for accuracy, dimensions, scope of work, eligibility and cost. He also provided technical assistance to GOHSEP, acted as the liaison between the Applicant and FEMA, and performed closeouts. |
| | Prior to disaster recovery, Gary worked in Project and Construction Management, where he led teams of construction managers, staff and corporate consultants on large-scale projects. He has vast experience in engineering, construction, management and design with a heavy focus on civil construction projects including road, sewer and water construction. |
| Previous Experience | (1) NJ Department of Environmental Protection; begin and end dates Description: Gary worked as a Project Specialist with NJDEP to remove waterway |
| Completing Similar | debris from the bays and tidal influenced bodies of water, rivers, creeks and |
| Contracts | streams in the State of New Jersey as a result of Hurricane Sandy. He managed |
| 3311010000 | three teams with each having five waterway specialists to assess the entire NJ |
| | coastline, encompassing 840 miles of waterfront including ocean, bays and tidal |

| Gary Viola, PE, MBA | |
|---------------------|---|
| | influenced rivers and creeks. This included all of the NJ Department of |
| | Transportation's navigable channels. Some of his many responsibilities included |
| | operations oversight, development and review of PWs, site inspections, |
| | conducting estimates, attending meetings with the NJDEP and NJDOT to |
| | determine volumes of eligible sand removal, and performing as an Advisor to the |
| | Office of Central Council for preparation of policy briefs. |
| | (1) NJ Department of Environmental Protection |
| References | P.O. Box 402; Trenton, NJ 08625 |
| | Jane Kozinkski, Assistant Commissioner; 609-292-2795; |
| | jane.kozinkski@dep.state.nj.us |

| | Daniel Benbow, CPA, CFE, MBA | |
|--|---|--|
| Classification & Responsibilities | Classification: Project Manager Responsibilities: Daniel will assist Andy with the planning, execution and management of the projects. | |
| Hourly Rate | \$141.17 | |
| Education | Master of Business Administration, Louisiana Tech Bachelor of Science in Accounting, East Texas Baptist University | |
| Professional Certifications & Affiliations | Certified Public Accountant Certified Fraud Examiner | |
| Relevant Qualifications & Experience | Daniel has over 18 years of experience in managing compliance and monitoring programs, including developing and managing integrity monitoring and fraud prevention programs for post disaster reconstruction. He has conducted audits for the Department of Homeland Security/FEMA-OIG, USDA- OIG, DCAA, SBA and other government entities. Since 2002, Daniel has performed audits and managed auditing teams for disaster grant recipients. He served as a program manager overseeing audit team for Department of Homeland Security activities including FEMA Public Assistance grants. Daniel and his teams audited Project Worksheets and activities for major cities, counties, hospitals, universities and rural electric utilities in numerous states with disaster losses from hurricanes, tropical storms, tornados, ice storms, snowstorms, floods and fires. The audits included the sub-grantees, the states and their respective Emergency Management departments and the FEMA regional offices. Entrance and exit meetings were conducted with all parties, PWs were assessed and recommendations for corrective action were made. He has reviewed FEMA and Department of Defense related contracts to ensure proper procurement procedures and laws were followed; he monitored the contracts to ensure the law of the contracts was followed; and he monitored billing for the contracts to ensure the work billed was performed. | |

| Daniel Benbow, CPA, CFE, MBA | | | | | | | |
|---|---|--|--|--|--|--|--|
| (1) Small Business Administration Office of Inspector General | | | | | | | |
| Previous Experience | Previous Experience Description: Daniel has examined SBA Recovery Act business loans for disasters | | | | | | |
| Completing Similar | Completing Similar and damage claims for BP reimbursement as a result of the Gulf Coast oil spill. | | | | | | |
| Contracts Daniel has been instrumental in requesting the return of millions of misused | | | | | | | |
| | federal dollars. | | | | | | |
| | (1) Small Business Administration Office of Inspector General | | | | | | |
| References | 4300 Amon Carter Blvd, Suite 116; Fort Worth, TX 76155 | | | | | | |
| Rick Benton; 817-300-1653; Richard.benton@sba.gov | | | | | | | |

| Henry J. Hayes | | | | | | | |
|--------------------------------------|--|--|--|--|--|--|--|
| Classification & | Classification: Senior Consultant | | | | | | |
| Responsibilities | Responsibilities: Henry will work closely with management and staff to coordinate | | | | | | |
| • | an effective and efficient project engagement. | | | | | | |
| Hourly Rate | \$141.17 | | | | | | |
| Education | Bachelor of Science in Business Administration, Livingston University Bachelor of Science in Business Administration & Accounting, University of Southern Mississippi | | | | | | |
| | Henry has over 30 years of experience with all aspects of Internal Auditing, SOX compliance requirements, risk assessments, construction auditing, contract auditing and disaster-related auditing. He has a strong FEMA auditing background and has conducted reviews of significant Hurricane Katrina related claims to determine their preparation in accordance with strict adherence to the Stafford Act and published FEMA Guidelines. Functional areas reviewed included charges for labor, equipment, purchase of material, lease agreements and miscellaneous contracts for services. Non-compliant claims in excess of \$1 million were reported to the State of Louisiana. | | | | | | |
| Relevant Qualifications & Experience | Henry has also conducted Risk Control Reviews and compliance audits for major construction activity. Other projects include an investigative audit of vendor overbilling, theft of inventory, receiving irregularities and warehouse operations for a non-profit organization with an overseas location; performing as an Audit Supervisor managing projects from \$10-140 million; providing two construction audits, a SOX review and a fraud investigation for a major manufacturing company; and preparing risk assessments for SOX audits. Henry has experience designing audit processes and department operations for new audit functions. Henry recently performed as the Integrity Monitoring Project Manager for the NJ Economic Development Authority's Hurricane Sandy Contract. In this role, he is responsible for auditing direct costs and consultant time charges incurred | | | | | | |
| Drovious Evporises | under HUD Grants from the event. | | | | | | |
| Previous Experience | (1) Accume Partners Description: Bussell is a provious sowerker and can attest to Henry's skills and | | | | | | |
| Completing Similar Contracts | <u>Description:</u> Russell is a previous coworker and can attest to Henry's skills and expertise in compliance audits for construction projects. | | | | | | |
| Contracts | expertise in compliance addits for construction projects. | | | | | | |

| Henry J. Hayes | | |
|----------------|---|--|
| References | (1) Accume Partners | |
| | Russell Caso; 678-778-3924; russellcaso@msn.com | |

| | Max Johnson, MBA | | | | | |
|--|---|--|--|--|--|--|
| Classification & Responsibilities | Classification: Senior Consultant Responsibilities: Max will work closely with management and staff to coordinate an effective and efficient project engagement. | | | | | |
| Hourly Rate \$141.17 | | | | | | |
| Master of Business Administration, University of Santa Clara Bachelor of Science in Accounting, Southern University | | | | | | |
| Certifications & Certified Fraud Examiner Affiliations | | | | | | |
| Relevant Qualifications & Experience | Max has over 30 years of experience as a Senior Financial Analyst with broad experience in Internal Auditing, Cost Accounting, General Accounting and Financial Analysis. He has managed and conducted financial, operational and construction audits. He has performed work on internal controls over financial reporting related to section 404 of the Sarbanes-Oxley Act of 2002 and provided internal control assessments and recommendations. Other responsibilities have included planning and executing all procedures related to auditing engagements, establishing cost models to manage risk and working on corporate fraud projects. Max has been working with FEMA Public Assistance since 2005. He has performed as a Project Specialist and Accounting Specialist where his responsibilities included Project Worksheet development and review, Hazard Mitigation Proposal development and providing financial subject matter expertise. | | | | | |
| Previous Experience Completing Similar Contracts Contracts Co | | | | | | |
| References | (2) FEMA Paul D. Zylstra, Project Officer for Health & Research; 563-543-2203 | | | | | |

| | Christopher Powell, CPA, CFE, MBA |
|---------------------|--|
| | Classification: Project Manager |
| Classification & | Responsibilities: Christopher will assist Andy with the planning, execution and |
| Responsibilities | management of the projects. |
| Hourly Rate | \$141.17 |
| | Master of Business Administration in Finance, Strayer University |
| Education | Bachelor of Arts in Accounting, Morgan State University |
| Professional | |
| Certifications & | Certified Public Accountant |
| Affiliations | Certified Fraud Examiner |
| | Christopher has nine years of experience in public accounting and has |
| | participated in a wide range of assignments for state and local governments. He |
| | has worked on the OMB Circular A-133 audit of the State of Maryland including |
| | various FEMA/ Maryland EMA and UASI grants. As part of this review, Chris has |
| | performed the following: |
| | A review of procurement and tracking of various capital and non-capital |
| Relevant | equipment purchased with FEMA/MEMA funds including tracking software and |
| Qualifications & | servicers, emergency vehicles and command centers, and various emergency |
| Experience | management tools/supplies; |
| | A review accounting treatment for FEMA reimbursements for natural disasters |
| | including designation and allocation of costs; |
| | An analysis of equipment usage costs in accordance with grant requirements |
| | A review of drawdown and financial reporting process in accordance with |
| | established FEMA rates |
| | (1) Maryland Transportation Authority |
| | Description: Christopher conducted OMB Circular A-133 audits of |
| | reimbursements for FEMA contracts which included review of internal controls |
| Previous Experience | and compliance with FEMA guidelines and procurement activities. |
| Completing Similar | (2) Prince George's County Government |
| Contracts | <u>Description:</u> Christopher conducted OMB Circular A-133 audits of |
| | reimbursements for FEMA contracts which included review of internal controls |
| | and compliance with FEMA guidelines and procurement activities. |
| | (1) Maryland Transportation Authority |
| | 2400 Broening Highway; Baltimore, MD 21224 |
| References | Larry Schwager; 410-537-5717; lschwager@mdta.state.md.us |
| Welel elices | (2) Prince George's County Government |
| | 14741 Governor Oden Bowie Dr; Upper Marlboro, MD 20772 |
| | Tracey Clayton; 301-952-5904; tsclayton@co.pg.md.us |

| Jamal Uqdah | | | | | | |
|--|--|--|--|--|--|--|
| Classification & Responsibilities | Classification: Senior Consultant Responsibilities: Jamal will work closely with management and staff to coordinate an effective and efficient project engagement. | | | | | |
| Hourly Rate | \$141.17 | | | | | |
| Education | Bachelor of Science in Accounting, Bowie State University | | | | | |
| Professional Certifications & Affiliations | CPA Candidate | | | | | |
| Relevant Qualifications & Experience | Jamal has five years of audit experience and has participated in a wide range of assignments for state and local governments. He is experienced in financial and compliance audits, including OMB Circular A-133 audits; and assessments of financial systems, controls, and compliance for programs and activities. | | | | | |
| Previous Experience Completing Similar Contracts | (1) Maryland Transportation Authority Description: Jamal aided in performing OMB Circular A-133 audits of reimbursements for FEMA contracts which included review of internal controls and compliance with FEMA guidelines and procurement activities. (2) Prince George's County Government Description: Jamal aided in performing OMB Circular A-133 audits of reimbursements for FEMA contracts which included review of internal controls and compliance with FEMA guidelines and procurement activities. | | | | | |
| References | (1) Maryland Transportation Authority 2400 Broening Highway; Baltimore, MD 21224 Larry Schwager; 410-537-5717; lschwager@mdta.state.md.us (2) Prince George's County Government 14741 Governor Oden Bowie Dr; Upper Marlboro, MD 20772 Tracey Clayton; 301-952-5904; tschwager@mdta.state.md.us | | | | | |

| Leighton Bent | | | | | |
|---|---|--|--|--|--|
| Classification & | Classification: Senior Consultant | | | | |
| | Responsibilities: Leighton will work closely with management and staff to | | | | |
| Responsibilities | coordinate an effective and efficient project engagement. | | | | |
| Hourly Rate | \$141.17 | | | | |
| Education | Bachelor of Science in Accounting, Howard University | | | | |
| Professional | | | | | |
| Certifications & | CPA Candidate | | | | |
| Affiliations | | | | | |
| | Leighton has 15 years of audit experience and has participated in a wide range of | | | | |
| Relevant assignments for state and local governments. Leighton is very knowledge | | | | | |
| Qualifications & | experienced in financial and compliance audits, including OMB Circular A-133 | | | | |
| Experience | audits and assessments of financial systems, controls, and compliance for | | | | |
| | programs and activities. | | | | |
| Previous Experience | (1) Maryland Transportation Authority | | | | |
| Completing Similar | Description: Leighton aided in performing OMB Circular A-133 audits of | | | | |

| Leighton Bent | | | | | | | |
|---------------|--|--|--|--|--|--|--|
| Contracts | reimbursements for FEMA contracts which included review of internal controls | | | | | | |
| | and compliance with FEMA guidelines and procurement activities. | | | | | | |
| | (1) Maryland Transportation Authority | | | | | | |
| References | 2400 Broening Highway; Baltimore, MD 21224 | | | | | | |
| | Larry Schwager; 410-537-5717; lschwager@mdta.state.md.us | | | | | | |







November 5, 2014

Proposal to provide Integrity Oversight Monitor for Superstorm Sandy Projects for to:

State of New Jersey Department of Transportation

Prepared by:

Gregory J. Bussink, III, CPA, CGFM, Principal greg.bussink@CLAconnect.com 301-902-8527

RFQ #938682S Volume 2



CliftonLarsonAllen LLP 610 West Germantown Pike, Suite 400 Plymouth Meeting, PA 19462 215-643-3900 | fax 215-643-4030 CLAconnect.com

November 5, 2014

Ms. Angela Breland-Jackson
Department of the Treasury
Division of Purchase and Property – 9th Floor
33 West State Street
Trenton, NJ 08625

RE: Request for Quote (RFQ) #938682S

Dear Ms. Breland-Jackson:

In response to the above referenced solicitation number, CliftonLarsonAllen LLP (CLA) is enclosing Volume 2 of our proposal to provide integrity oversight monitoring services for Superstorm Sandy projects for the State of New Jersey (State), Department of Transportation (NJDOT). We appreciate the opportunity to build a valuable partnership with you and believe our strengths as an established, local firm align directly with the requirements outlined within RFQ #938682S.

Your Request for Proposal (RFP) evaluation criteria emphasized the desire to select a contractor with highly-qualified, skilled and trained professionals to provide the utmost attention and care; with the experience and reputability in executing similar projects; with the technical abilities and solutions to not only meet deliverables, but exceed expectations; and with a notable track record providing clients a timely, cost-effective and valuable engagement. As you will see throughout our response, CLA excels in all of these areas. Our response reflects an experienced technical team with the resources, proven methodology, experience and commitment to provide optimum service and add value to the State and NJDOT.

As requested in RFQ #938682S, we have provided the *Volumes 1 and 2* of our submission under separate cover.

As a principal of CLA, I offer my personal commitment to providing the State and NJDOT the best resources and services available. If you need to contact me at any time, either before or after your selection decision, please call me at 301-902-8527 or via email at greg.bussink@CLAconnect.com with any additional questions.

Sincerely,

CliftonLarsonAllen LLP

Gregory J. Bussink, III, CPA, CGFM

Principal



TABLE OF CONTENTS

Cost Quotes _____ ____1

COST QUOTES

As requested in the Request for Quote (RFQ) #938682S, issued by the State of New Jersey (State), Department of Treasury (Treasury), Division of Purchase & Property (DPP), on behalf of the New Jersey Department of Transportation (NJDOT) and the New Jersey Department of Environmental Protection (NJDEP), CliftonLarsonAllen LLP (CLA) has completed and provided Attachment 6 Cost Quote Template on the following pages.

Cells to be completed by Contractor Protected Cells

| Firm Name: | CLIFTONLARSONALLEN LLP |
|------------------|--|
| Engagement Name: | Integrity Oversight Monitor for Superstorm Sandy Projects for the State of New Jersey - Department of the Transportation (NJDOT) |

| One Time Tasks for All Contracts | | Task A Attend and Document Kick Off Meeting | | Task B for NJDOT Review Financial and Administrative Functions | | Task B for NJDEP Review Financial and Administrative Functions | | | | |
|----------------------------------|----------------------------------|---|-------|---|-------|---|-------|-------------|-----------------------------------|-----------------------------|
| Staffing Category | GSA Equivalent Staffing Category | Hourly Billing Rate (\$) | Hours | Amount (\$) | Hours | Amount (\$) | Hours | Amount (\$) | Total Hours Per Staff Category | Total \$ Per Staff Category |
| Partner/Principal/Director | Partner | \$251.31 | 6 | \$1,507.86 | 5 | \$1,256.55 | 5 | \$1,256.55 | 16 | \$4,020.96 |
| Program Manager | Audit Manager | \$157.41 | 8 | \$1,259.28 | 16 | \$2,518.56 | 16 | \$2,518.56 | 40 | \$6,296.40 |
| Project Manager | Senior Consultant | \$141.17 | | \$0.00 | | \$0.00 | | \$0.00 | 0 | \$0.00 |
| Subject Matter Expert | Senior Consultant | \$141.17 | | \$0.00 | 60 | \$8,470.20 | 20 | \$2,823.40 | 80 | \$11,293.60 |
| Supervisor/Senior Consultant | Senior Consultant | \$141.17 | | \$0.00 | 90 | \$12,705.30 | 30 | \$4,235.10 | 120 | \$16,940.40 |
| Consultant | Consultant | \$135.28 | | \$0.00 | 90 | \$12,175.20 | 30 | \$4,058.40 | 120 | \$16,233.60 |
| Associate/Staff | Assistant | \$85.62 | | \$0.00 | | \$0.00 | | \$0.00 | 0 | \$0.00 |
| Administrative Support | | | | \$0.00 | | \$0.00 | | \$0.00 | 0 | \$0.00 |
| Other | | | | \$0.00 | | \$0.00 | | \$0.00 | 0 | \$0.00 |
| Other | | | | \$0.00 | | \$0.00 | | \$0.00 | 0 | \$0.00 |
| Other | | | | \$0.00 | | \$0.00 | | \$0.00 | 0 | \$0.00 |
| Other | | | | \$0.00 | | \$0.00 | | \$0.00 | 0 | \$0.00 |

\$2,767.14 261 \$37,125.81 101 \$14,892.01 376 \$54,784.96 (Staffing)

| Total Other Direct Cost | |
|-------------------------|--|
| | |
| | |

\$17,500.00

Total Travel Cost

\$0.00 (Other Direct Cost)

\$17,500.00 (Travel Cost)

Grand Total

\$72,284.96

Cells to be completed by Contractor Protected Cells

| Firm Name: | CLIFTONLARSONALLEN LLP |
|------------------|--|
| Engagement Name: | Integrity Oversight Monitor for Superstorm Sandy Projects for the State of New Jersey - Department of the Transportation (NJDOT) |

| EIC Associates Contract | | | Task C Procurement and Payment Review | | Task D Review and Evaluate Construction Deliverables | | Task E Provide Ongoing Quality Assurance / Quality Control | | | |
|------------------------------|----------------------------------|-----------------------------|---------------------------------------|-------------|--|-------------|--|-------------|--------------------------------------|--------------------------------|
| Staffing Category | GSA Equivalent Staffing Category | Hourly Billing Rate (\$) | Hours | Amount (\$) | Hours | Amount (\$) | Hours | Amount (\$) | Total Hours Per Staff Category | Total \$ Per Staff Category |
| Partner/Principal/Director | Partner | \$251.31 | 5 | \$1,256.55 | 4 | \$1,005.24 | 18 | \$4,523.58 | 27 | \$6,785.37 |
| Program Manager | Audit Manager | \$157.41 | 20 | \$3,148.20 | 8 | \$1,259.28 | 36 | \$5,666.76 | 64 | \$10,074.24 |
| Project Manager | Senior Consultant | \$141.17 | 50 | \$7,058.50 | 18 | \$2,541.06 | | \$0.00 | 68 | \$9,599.56 |
| Subject Matter Expert | Senior Consultant | \$141.17 | 20 | \$2,823.40 | 24 | \$3,388.08 | | \$0.00 | 44 | \$6,211.48 |
| Supervisor/Senior Consultant | Senior Consultant | \$141.17 | 50 | \$7,058.50 | | \$0.00 | | \$0.00 | 50 | \$7,058.50 |
| Consultant | Consultant | \$135.28 | 50 | \$6,764.00 | | \$0.00 | 180 | \$24,350.40 | 230 | \$31,114.40 |
| Associate/Staff | Assistant | \$85.62 | | \$0.00 | | \$0.00 | | \$0.00 | 0 | \$0.00 |
| Administrative Support | | | | \$0.00 | | \$0.00 | | \$0.00 | 0 | \$0.00 |
| Other | | | | \$0.00 | | \$0.00 | | \$0.00 | 0 | \$0.00 |
| Other | | | | \$0.00 | | \$0.00 | | \$0.00 | 0 | \$0.00 |
| Other | | | | \$0.00 | | \$0.00 | | \$0.00 | 0 | \$0.00 |
| Other | | | | \$0.00 | | \$0.00 | | \$0.00 | 0 | \$0.00 |

195 \$28,109.15 54 \$8,193.66 234 \$34,540.74 483 \$70,843.55 (Staffing)

| Total Other Direct Cost | |
|-------------------------|------------|
| Total Travel Cost | \$5,000.00 |

Grand Total \$75,843.55

Cells to be completed by Contractor Protected Cells

| Firm Name: | CLIFTONLARSONALLEN LLP |
|------------------|--|
| Engagement Name: | Integrity Oversight Monitor for Superstorm Sandy Projects for the State of New Jersey - Department of the Transportation (NJDOT) |

| DP 13130 Union Paving and Construction | | | Procur | Task C Procurement and Payment Review | | Task D Review and Evaluate Construction Deliverables | | Task E de Ongoing Assurance / ity Control | | |
|--|----------------------------------|-----------------------------|--------|---------------------------------------|-------|---|-------|--|--------------------------------------|--------------------------------|
| Staffing Category | GSA Equivalent Staffing Category | Hourly Billing Rate (\$) | Hours | Amount (\$) | Hours | Amount (\$) | Hours | Amount (\$) | Total Hours Per Staff Category | Total \$ Per Staff Category |
| Partner/Principal/Director | Partner | \$251.31 | 5 | \$1,256.55 | 4 | \$1,005.24 | 18 | \$4,523.58 | 27 | \$6,785.37 |
| Program Manager | Audit Manager | \$157.41 | 20 | \$3,148.20 | 8 | \$1,259.28 | 36 | \$5,666.76 | 64 | \$10,074.24 |
| Project Manager | Senior Consultant | \$141.17 | 50 | \$7,058.50 | 18 | \$2,541.06 | | \$0.00 | 68 | \$9,599.56 |
| Subject Matter Expert | Senior Consultant | \$141.17 | 20 | \$2,823.40 | 24 | \$3,388.08 | | \$0.00 | 44 | \$6,211.48 |
| Supervisor/Senior Consultant | Senior Consultant | \$141.17 | 50 | \$7,058.50 | | \$0.00 | | \$0.00 | 50 | \$7,058.50 |
| Consultant | Consultant | \$135.28 | 50 | \$6,764.00 | | \$0.00 | 180 | \$24,350.40 | 230 | \$31,114.40 |
| Associate/Staff | Assistant | \$85.62 | | \$0.00 | | \$0.00 | | \$0.00 | 0 | \$0.00 |
| Administrative Support | | | | \$0.00 | | \$0.00 | | \$0.00 | 0 | \$0.00 |
| Other | | | | \$0.00 | | \$0.00 | | \$0.00 | 0 | \$0.00 |
| Other | | | | \$0.00 | | \$0.00 | | \$0.00 | 0 | \$0.00 |
| Other | | | | \$0.00 | | \$0.00 | | \$0.00 | 0 | \$0.00 |
| Other | | | | \$0.00 | | \$0.00 | | \$0.00 | 0 | \$0.00 |

195 \$28,109.15 54 \$8,193.66 234 \$34,540.74 483 \$70,843.55 (Staffing)

| То | otal Other Direct Cost | |
|----|------------------------|------------|
| _ | | |
| To | otal Travel Cost | \$5,000,00 |

\$0.00 (Other Direct Cost)

\$5,000.00 (Travel Cost)

Grand Total

\$75,843.55

Cells to be completed by Contractor Protected Cells

| Firm Name: | CLIFTONLARSONALLEN LLP |
|------------------|--|
| Engagement Name: | Integrity Oversight Monitor for Superstorm Sandy Projects for the State of New Jersey - Department of the Transportation (NJDOT) |

| DP 13120 George Harms | | | Procur | Task C Procurement and F Payment Review | | Task D Review and Evaluate Construction Deliverables | | Task E de Ongoing Assurance / ity Control | | |
|------------------------------|----------------------------------|-----------------------------|--------|---|-------|--|-------|---|--------------------------------------|--------------------------------|
| Staffing Category | GSA Equivalent Staffing Category | Hourly Billing Rate (\$) | Hours | Amount (\$) | Hours | Amount (\$) | Hours | Amount (\$) | Total Hours Per Staff Category | Total \$ Per Staff Category |
| Partner/Principal/Director | Partner | \$251.31 | 5 | \$1,256.55 | 4 | \$1,005.24 | 18 | \$4,523.58 | 27 | \$6,785.37 |
| Program Manager | Audit Manager | \$157.41 | 20 | \$3,148.20 | 8 | \$1,259.28 | 36 | \$5,666.76 | 64 | \$10,074.24 |
| Project Manager | Senior Consultant | \$141.17 | 50 | \$7,058.50 | 18 | \$2,541.06 | | \$0.00 | 68 | \$9,599.56 |
| Subject Matter Expert | Senior Consultant | \$141.17 | 20 | \$2,823.40 | 24 | \$3,388.08 | | \$0.00 | 44 | \$6,211.48 |
| Supervisor/Senior Consultant | Senior Consultant | \$141.17 | 50 | \$7,058.50 | | \$0.00 | | \$0.00 | 50 | \$7,058.50 |
| Consultant | Consultant | \$135.28 | 50 | \$6,764.00 | | \$0.00 | 180 | \$24,350.40 | 230 | \$31,114.40 |
| Associate/Staff | Assistant | \$85.62 | | \$0.00 | | \$0.00 | | \$0.00 | 0 | \$0.00 |
| Administrative Support | | | | \$0.00 | | \$0.00 | | \$0.00 | 0 | \$0.00 |
| Other | | | | \$0.00 | | \$0.00 | | \$0.00 | 0 | \$0.00 |
| Other | | | | \$0.00 | | \$0.00 | | \$0.00 | 0 | \$0.00 |
| Other | | | | \$0.00 | | \$0.00 | | \$0.00 | 0 | \$0.00 |
| Other | | | | \$0.00 | | \$0.00 | | \$0.00 | 0 | \$0.00 |

195 \$28,109.15 54 \$8,193.66 234 \$34,540.74 483 \$70,843.55 (Staffing)

\$5,000.00 (Travel Cost)

\$0.00 (Other Direct Cost)

Cells to be completed by Contractor Protected Cells

| Firm Name: | CLIFTONLARSONALLEN LLP |
|------------------|--|
| Engagement Name: | Integrity Oversight Monitor for Superstorm Sandy Projects for the State of New Jersey - Department of the Transportation (NJDOT) |

| DP 13114 Agate | | | Procur | Task C Procurement and R Payment Review | | Task D Review and Evaluate Construction Deliverables | | Task E de Ongoing Assurance / ity Control | | |
|------------------------------|----------------------------------|-----------------------------|--------|---|-------|--|-------|---|--------------------------------------|--------------------------------|
| Staffing Category | GSA Equivalent Staffing Category | Hourly Billing Rate (\$) | Hours | Amount (\$) | Hours | Amount (\$) | Hours | Amount (\$) | Total Hours Per Staff Category | Total \$ Per Staff Category |
| Partner/Principal/Director | Partner | \$251.31 | 5 | \$1,256.55 | 4 | \$1,005.24 | 18 | \$4,523.58 | 27 | \$6,785.37 |
| Program Manager | Audit Manager | \$157.41 | 20 | \$3,148.20 | 8 | \$1,259.28 | 36 | \$5,666.76 | 64 | \$10,074.24 |
| Project Manager | Senior Consultant | \$141.17 | 50 | \$7,058.50 | 18 | \$2,541.06 | | \$0.00 | 68 | \$9,599.56 |
| Subject Matter Expert | Senior Consultant | \$141.17 | 20 | \$2,823.40 | 24 | \$3,388.08 | | \$0.00 | 44 | \$6,211.48 |
| Supervisor/Senior Consultant | Senior Consultant | \$141.17 | 50 | \$7,058.50 | | \$0.00 | | \$0.00 | 50 | \$7,058.50 |
| Consultant | Consultant | \$135.28 | 50 | \$6,764.00 | | \$0.00 | 180 | \$24,350.40 | 230 | \$31,114.40 |
| Associate/Staff | Assistant | \$85.62 | | \$0.00 | | \$0.00 | | \$0.00 | 0 | \$0.00 |
| Administrative Support | | | | \$0.00 | | \$0.00 | | \$0.00 | 0 | \$0.00 |
| Other | | | | \$0.00 | | \$0.00 | | \$0.00 | 0 | \$0.00 |
| Other | | | | \$0.00 | | \$0.00 | | \$0.00 | 0 | \$0.00 |
| Other | | | | \$0.00 | | \$0.00 | | \$0.00 | 0 | \$0.00 |
| Other | | | | \$0.00 | | \$0.00 | | \$0.00 | 0 | \$0.00 |

195 \$28,109.15 54 \$8,193.66 234 \$34,540.74 483 \$70,843.55 (Staffing)

| Total Other Direct Cost | |
|-------------------------|-----------|
| Total Travel Cost | \$5,000.0 |

\$5,000.00 (Travel Cost)

\$0.00 (Other Direct Cost)

Cells to be completed by Contractor Protected Cells

| Firm Name: | CLIFTONLARSONALLEN LLP |
|------------------|--|
| Engagement Name: | Integrity Oversight Monitor for Superstorm Sandy Projects for the State of New Jersey - Department of the Transportation (NJDOT) |

| DP 11404 IEW | | | Procur | ask C ement and ent Review | Review Cor | Task D and Evaluate astruction iverables | | |
|------------------------------|----------------------------------|-----------------------------|--------|----------------------------------|---------------|---|-----------------------------------|-----------------------------|
| Staffing Category | GSA Equivalent Staffing Category | Hourly Billing Rate (\$) | Hours | s Amount (\$) | | Amount (\$) | Total Hours Per Staff Category | Total \$ Per Staff Category |
| Partner/Principal/Director | Partner | \$251.31 | 5 | \$1,256.55 | 4 | \$1,005.24 | 9 | \$2,261.79 |
| Program Manager | Audit Manager | \$157.41 | 20 | \$3,148.20 | 8 | \$1,259.28 | 28 | \$4,407.48 |
| Project Manager | Senior Consultant | \$141.17 | 50 | \$7,058.50 | 18 | \$2,541.06 | 68 | \$9,599.56 |
| Subject Matter Expert | Senior Consultant | \$141.17 | 20 | \$2,823.40 | 24 | \$3,388.08 | 44 | \$6,211.48 |
| Supervisor/Senior Consultant | Senior Consultant | \$141.17 | 50 | \$7,058.50 | | \$0.00 | 50 | \$7,058.50 |
| Consultant | Consultant | \$135.28 | 50 | \$6,764.00 | | \$0.00 | 50 | \$6,764.00 |
| Associate/Staff | Assistant | \$85.62 | | \$0.00 | | \$0.00 | 0 | \$0.00 |
| Administrative Support | | | | \$0.00 | | \$0.00 | 0 | \$0.00 |
| Other | | | | \$0.00 | | \$0.00 | 0 | \$0.00 |
| Other | | | | \$0.00 | | \$0.00 | 0 | \$0.00 |
| Other | | | | \$0.00 | | \$0.00 | 0 | \$0.00 |
| Other | | | | \$0.00 | | \$0.00 | 0 | \$0.00 |

195 \$28,109.15 54 \$8,193.66 249 \$36,302.81 (Staffing)

Total Travel Cost \$3,500.00 (Travel Cost)

Grand Total \$39,802.81

Cells to be completed by Contractor Protected Cells

| Firm Name: | CLIFTONLARSONALLEN LLP |
|------------------|--|
| Engagement Name: | Integrity Oversight Monitor for Superstorm Sandy Projects for the State of New Jersey - Department of the Transportation (NJDOT) |

| DP 11407 Ferreira | | | Procur | ask C ement and ent Review | Review Cor | Task D and Evaluate nstruction liverables | | |
|------------------------------|----------------------------------|-----------------------------|--------|----------------------------------|---------------|--|-----------------------------------|-----------------------------|
| Staffing Category | GSA Equivalent Staffing Category | Hourly Billing Rate (\$) | Hours | lours Amount (\$) Ho | | Amount (\$) | Total Hours Per Staff Category | Total \$ Per Staff Category |
| Partner/Principal/Director | Partner | \$251.31 | 5 | \$1,256.55 | 4 | \$1,005.24 | 9 | \$2,261.79 |
| Program Manager | Audit Manager | \$157.41 | 20 | \$3,148.20 | 8 | \$1,259.28 | 28 | \$4,407.48 |
| Project Manager | Senior Consultant | \$141.17 | 50 | \$7,058.50 | 18 | \$2,541.06 | 68 | \$9,599.56 |
| Subject Matter Expert | Senior Consultant | \$141.17 | 20 | \$2,823.40 | 24 | \$3,388.08 | 44 | \$6,211.48 |
| Supervisor/Senior Consultant | Senior Consultant | \$141.17 | 50 | \$7,058.50 | | \$0.00 | 50 | \$7,058.50 |
| Consultant | Consultant | \$135.28 | 50 | \$6,764.00 | | \$0.00 | 50 | \$6,764.00 |
| Associate/Staff | Assistant | \$85.62 | | \$0.00 | | \$0.00 | 0 | \$0.00 |
| Administrative Support | | | | \$0.00 | | \$0.00 | 0 | \$0.00 |
| Other | | | | \$0.00 | | \$0.00 | 0 | \$0.00 |
| Other | | | | \$0.00 | | \$0.00 | 0 | \$0.00 |
| Other | | | | \$0.00 | | \$0.00 | 0 | \$0.00 |
| Other | | | | \$0.00 | | \$0.00 | 0 | \$0.00 |

195 \$28,109.15 54 \$8,193.66 249 \$36,302.81 (Staffing)

| Total Other Direct Cost | \$0.00 (Other Direct Cost) |
|--------------------------------|----------------------------|
| | |

Total Travel Cost \$3,500.00 (Travel Cost)

Grand Total \$39,802.81

Cells to be completed by Contractor Protected Cells

Total Travel Cost

| Firm Name: | CLIFTONLARSONALLEN LLP - BAFO - 11/24/2014 |
|------------------|--|
| Engagement Name: | Integrity Oversight Monitor for Superstorm Sandy Projects for the State of New Jersey - Department of the Transportation (NJDOT) |

| One Time Tasks for All Contracts | | | Attend a | ask A nd Document off Meeting | | | Task B for NJDEP d Review Financial and Administrative Functions | | | | |
|----------------------------------|----------------------------------|-----------------------------|----------|---------------------------------|-----|-----|--|-------|-------------|-----------------------------------|-----------------------------|
| Staffing Category | GSA Equivalent Staffing Category | Hourly Billing Rate (\$) | Hours | Amount (\$) | Hou | ırs | Amount (\$) | Hours | Amount (\$) | Total Hours Per Staff Category | Total \$ Per Staff Category |
| Partner/Principal/Director | Partner | 246.28 | 6 | \$1,477.68 | | 5 | \$1,231.40 | 5 | \$1,231.40 | 16 | \$3,940.48 |
| Program Manager | Audit Manager | 154.26 | 8 | \$1,234.08 | | 16 | \$2,468.16 | 16 | \$2,468.16 | 40 | \$6,170.40 |
| Project Manager | Senior Consultant | 138.35 | | \$0.00 | | | \$0.00 | | \$0.00 | 0 | \$0.00 |
| Subject Matter Expert | Senior Consultant | 138.35 | | \$0.00 | | 60 | \$8,301.00 | 20 | \$2,767.00 | 80 | \$11,068.00 |
| Supervisor/Senior Consultant | Senior Consultant | 138.35 | | \$0.00 | | 90 | \$12,451.50 | 30 | \$4,150.50 | 120 | \$16,602.00 |
| Consultant | Consultant | 132.57 | | \$0.00 | | 90 | \$11,931.30 | 30 | \$3,977.10 | 120 | \$15,908.40 |
| Associate/Staff | Assistant | 83.91 | | \$0.00 | | | \$0.00 | | \$0.00 | 0 | \$0.00 |
| Administrative Support | | | | \$0.00 | | | \$0.00 | | \$0.00 | 0 | \$0.00 |
| Other | | | | \$0.00 | | | \$0.00 | | \$0.00 | 0 | \$0.00 |
| Other | | | | \$0.00 | | | \$0.00 | | \$0.00 | 0 | \$0.00 |
| Other | | | | \$0.00 | | | \$0.00 | | \$0.00 | 0 | \$0.00 |
| Other | | | | \$0.00 | | | \$0.00 | | \$0.00 | 0 | \$0.00 |

\$17,500.00

14 \$2,711.76 261 \$36,383.36 101 \$14,594.16 376 \$53,689.28 (Staffing)

\$0.00 (Other Direct Cost)

\$17,500.00 (Travel Cost)

Grand Total \$71,189.28