

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

**REQUEST FOR PROPOSALS
FOR
Independent Auditor Services**

(Reference 2025-RFP-249)

ADDENDUM #1

June 2, 2025

The following constitutes an Addendum, which can be a Clarification and/or Modification to the above-referenced solicitation. This Addendum is divided as follows:

- Part 1: Answers to Questions Submitted

Part 1: Answers to Questions Submitted		
No.	Question	Answer
1.	Page 5 (1.0 INFORMATION FOR BIDDERS); Pages 23-26 (4.2.1 TECHNICAL PROPOSAL (MANDATORY SUBMISSION WITH PROPOSAL): Is having NJ-specific clients a prerequisite/requirement to be awarded, or can similar client experience outside of New Jersey be acceptable?	No. Having NJ-specific clients is not a prerequisite/requirement to be awarded the contract.
2.	Pages 23-26 (4.2.1 TECHNICAL PROPOSAL (MANDATORY SUBMISSION WITH PROPOSAL): Is having NJ-specific clients a prerequisite/requirement to be awarded, or can similar client experience outside of New Jersey be acceptable?	Please see answer to Question #1.
3.	Page 5 (1.0 INFORMATION FOR BIDDERS); Pages 23-26 (4.2.1 TECHNICAL PROPOSAL (MANDATORY SUBMISSION WITH PROPOSAL): Will the Authority consider awarding the contract to a public accounting firm located outside of the state of New Jersey?	Yes. The Authority will consider awarding the Contract to a public accounting firm located outside of the state of New Jersey. Please see Section 6.7 as to the Evaluation Criteria for the RFP.

4.	Page 7 (1.3.4 PROJECTED MILESTONE DATES): Can the Authority kindly extend the due date, so the offeror has adequate time to evaluate answers and incorporate them into the response?	No. The Authority will not consider an extension of the proposal due date at this time.
5.	Page 7 (1.3.4 PROJECTED MILESTONE DATES); Pages 23-26 (4.2.1 TECHNICAL PROPOSAL (MANDATORY SUBMISSION WITH PROPOSAL): What is the earliest that we could start final fieldwork (i.e. how soon after year-end are the books closed)?	<p>Please note that the Project Milestone Dates referenced in RFP Section 1.3.4 pertain to the schedule of this procurement and are not related to the schedule associated with this scope of work as described in RFP Section 3.0.</p> <p>Additionally, the awarded vendor should not start any work related to this solicitation prior to issuance of Notice To Proceed.</p>
6.	Page 7 (1.3.4 PROJECTED MILESTONE DATES); Pages 23-26 (4.2.1 TECHNICAL PROPOSAL (MANDATORY SUBMISSION WITH PROPOSAL): Is there an external reporting deadline from the State of New Jersey for the audit submission?	No. There is no external reporting deadline from the State of New Jersey for the audit submission.
7.	Page 7 (1.3.4 PROJECTED MILESTONE DATES); Pages 23-26 (4.2.1 TECHNICAL PROPOSAL (MANDATORY SUBMISSION WITH PROPOSAL): Why was the audit report issued in September of 2024 after the March deadline?	See response to Question #5 above.

8.	Page 7 (1.3.4 PROJECTED MILESTONE DATES); Pages 23-26 (4.2.1 TECHNICAL PROPOSAL (MANDATORY SUBMISSION WITH PROPOSAL): How many weeks of fieldwork (interim and final) are typical for the audit engagements?	That is dependent upon the experience of the successful firm and the personnel / number of audit staff that are assigned to the engagement.
9.	Page 17 (3.1 PROGRAM BACKGROUND); Pages 23-26 (4.2.1 TECHNICAL PROPOSAL (MANDATORY SUBMISSION WITH PROPOSAL): What is the organizational structure of the Authority's internal accounting and finance team?	<p>The Authority's Accounting team consists of a CFO, Controller (to be hired, replacing the recently retired staff), Director of Accounting Services and a staff of accountants who work on day to day, month-end and year-end tasks.</p> <p>The Finance team focuses on budget-related matters and consists of a Manager and Fiscal Analyst, both of whom report up to the CFO.</p>
10.	Page 17 (3.1 PROGRAM BACKGROUND); Pages 23-26 (4.2.1 TECHNICAL PROPOSAL (MANDATORY SUBMISSION WITH PROPOSAL): Does management or the auditor prepare the financial statements and supplemental schedules?	NJEDA Management prepares financial statements and schedules. To the extent there are new pronouncements to be implemented, the auditor may suggest sample footnote disclosure wording.
11.	Page 17 (3.1 PROGRAM BACKGROUND); Pages 23-26 (4.2.1 TECHNICAL PROPOSAL (MANDATORY SUBMISSION WITH PROPOSAL): Has there been any turnover in key financial personnel in the past year?	<p>The NJEDA Controller has retired effective June 1, 2025.</p> <p>Management will seek to replace him as soon as possible. The Director of Accounting Services has been in her position since April 2024.</p>

12.	Page 17 (3.1 PROGRAM BACKGROUND); Pages 23-26 (4.2.1 TECHNICAL PROPOSAL (MANDATORY SUBMISSION WITH PROPOSAL): What accounting and financial reporting software does the Authority use?	Currently, the Authority uses Great Plains for its General Ledger. NJEDA will be transitioning to Microsoft Business Central towards the end of 2025 or early 2026.
13.	Page 17 (3.1 PROGRAM BACKGROUND); Pages 23-26 (4.2.1 TECHNICAL PROPOSAL (MANDATORY SUBMISSION WITH PROPOSAL): Are there any known challenges with the Authority's accounting system or internal controls?	No. There are no known challenges with the Authority's accounting system or internal controls.
14.	Page 17 (3.1 PROGRAM BACKGROUND); Pages 23-26 (4.2.1 TECHNICAL PROPOSAL (MANDATORY SUBMISSION WITH PROPOSAL): How has the auditor/client relationship functioned in previous engagements? Were there any pain points or areas you hope to improve upon?	NJEDA has no complaints on file regarding the performance of the current Contractor, nor have specific areas for improvement been identified. All potential bidders are expected to present their best proposal submissions pursuant to the requirements of the RFP. This is a re-procurement for Independent Audit Services and the proposals must address the requirements therein. Please see Section 6.7 pertaining to the evaluation criteria that each proposal will be reviewed, assessed, and evaluated against.
15.	Page 17 (3.1 PROGRAM BACKGROUND); Pages 23-26 (4.2.1 TECHNICAL PROPOSAL (MANDATORY SUBMISSION WITH PROPOSAL): Does the Authority use third-party grant administrators or fiscal agents?	No.

16.	Page 17 (3.1 PROGRAM BACKGROUND); Pages 23-26 (4.2.1 TECHNICAL PROPOSAL (MANDATORY SUBMISSION WITH PROPOSAL): Can you provide a list of adjusting journal entries prepared by the auditor for the prior year audit?	Not applicable.
17.	Pages 23-26 (4.2.1 TECHNICAL PROPOSAL (MANDATORY SUBMISSION WITH PROPOSAL): Does the Authority have expectations/requirements for onsite vs. remote/virtual fieldwork/audit procedures, or can the offeror/contracted firm apply judgment based on what is appropriate for certain scenarios?	It is expected that certain of the fieldwork will be performed on a remote/virtual basis. It is within the Authority's sole discretion through its Contract Manager and/or designee who will further address with the awarded vendor the expectations for certain work whether onsite or remote as work/services commences.
18.	Pages 26 (4.2.2 FEE SCHEDULE (MANDATORY SUBMISSION WITH PROPOSAL)): Can you provide the previous two years' audit fees for all entities under the RFP?	<p>Pursuant to the current Contract for Professional Services for Independent Auditor Services awarded by the NJEDA Board, the total Contract Price shall not exceed \$809,664. The fee for each of the initial three (3) years was \$160,000 (\$480,000 for the three (3) year term); \$163,200 for Year 4; and \$166,464 for Year 5.</p> <p>However, please be aware that although the 2025-RFP-249 solicitation is a Re-Procurement of the Independent Auditor Services provided under 2020-RFP-060, proposers are cautioned that this Solicitation addresses the Authority's current requirements which are distinct from the 2020-RFP-060 procurement.</p>

19.	<p>GENERAL</p> <p>Are there any concerns with the current service provider, either in service, fees, etc.?</p>	<p>This RFP is a re-procurement for the required services as the term and extensions are coming to a close. Consequently, we have issued this new RFP for the services. NJEDA has no material concerns with the current service provider.</p> <p>All potential bidders are expected to present their best proposal submissions pursuant to the requirements of the RFP. This is a re-procurement for Independent Audit Services and the proposals must address the requirements therein. Please see Section 6.7 pertaining to the evaluation criteria that each proposal will be reviewed, assessed, and evaluated against.</p>
20.	<p>GENERAL</p> <p>Were there any significant deficiencies or material weaknesses in internal controls identified during the 2022 and 2023 financial statement audits that were communicated to the Authority? If so, what were the general areas in which those were identified?</p>	<p>There have been no material audit findings, deficiencies, or material weaknesses identified during the 2022 and 2023 years.</p>
21.	<p>GENERAL</p> <p>Does the Authority anticipate any significant operational, financial, or technological /system development matters during fiscal year 2025?</p>	<p>Currently, the Authority uses Great Plains for its General Ledger. NJEDA will be transitioning to Microsoft Business Central towards the end of 2025 or early 2026.</p>

22.	<p>GENERAL</p> <p>Is the Authority in receipt of any new federal funding in fiscal year 2024 that is subject to the Uniform Guidance requirements?</p>	<p>The Authority continues to receive allocations of Federal, State and Local Fiscal Recovery Funds (SLFRF) through the State of New Jersey. Most of this funding was allocated to NJEDA in prior fiscal years but there have been several new allocations. Additionally, drawdowns from the State of New Jersey Department of Treasury continue on several older allocations in accordance with prior intergovernmental agreements.</p>
23.	<p>RFP – 1.4.9 CONFLICT OF INTEREST</p> <p>Would the Authority consider limiting this provision as revised below. Given the size of our firm, we can only disclose what is known. At any time a new conflict of interest is known, it will be disclosed to the Authority:</p> <p><i>Bidder must indicate and detail, to the best of knowledge, any Conflict of Interest that exists with either their personnel or any Subcontracting personnel being utilized for these services. Such conflicts include a direct, familial, or personal monetary interest or any previous or existing personal/professional relationships with the Authority and any personnel assigned to work on the Authority's account, regarding these requisite services.</i></p>	<p>Respectfully, the Authority will not make the requested revision to the RFP. However, it is assumed that the Bidder will always provide responses to the best of their knowledge.</p>
24.	<p>RFP – 3.2 DELIVERABLES</p> <p>What were the fiscal year 2024 fees for each deliverable included in RFP Section 3.2?</p>	<p>Please see answer to Question #18.</p>

25.	<p>RFP – 3.2 DELIVERABLES</p> <p>B. Have there been any communications or disputes with the Internal Revenue Service over the CBA's filed tax returns over the last 3 years?</p>	<p>There have been no communications or disputes with the Internal Revenue Services over the CBA's filed tax returns over the last 3 years.</p>
26.	<p>RFP – 3.2.3 DUE DATES FOR COMPLETION</p> <p>Would the Authority consider adding verbiage to this section, which implicates management's responsibility in the audit process:</p> <p><i>As completion and presentation of the independent audits to the Authority's Board of Directors and Audit Committee is a timely matter, adherence to deadlines for the requisite services and deliverables are of critical importance. The following outlines the anticipated timelines by which each of the interval services / deliverables are to be completed at the direction of the Authority <u>provided the Authority's management provides us with the requested information on a timely basis.</u></i></p>	<p>Respectfully, the Authority will not make the requested revision to the RFP. However, the Authority will always attempt to provide all information on a timely basis.</p>
27.	<p>RFP – 3.2.3 DUE DATES FOR COMPLETION</p> <p>For Item "B", can the Authority clarify if the final fieldwork is to be completed or commenced by the first Friday of February following the fiscal year end? Also, does this timing include both the financial statement and Uniform Guidance audits testwork to be done concurrently?</p>	<p>Since the required information on Pension and Other Post-Employment Benefits (OPEB) liabilities is not typically provided by the State of New Jersey Division of Pensions and Benefits prior to June, the final fieldwork cannot be completed by the first Friday of February immediately following year-end. However, fieldwork may begin in February or as assigned by the Contract Manager when the requisite information is available and should continue so that it is substantially completed prior to the provision of the Pension and OPEB information.</p>

28.	<p>RFP – 3.2.3 DUE DATES FOR COMPLETION</p> <p>The 2022 and 2023 audited financial statements of the Authority and the respective Uniform Guidance audits were issued in December 2023/April 2024 and September/October 2024, respectively. Was this the result of any unanticipated delays or circumstances outside of the RFP's stated due dates for completion these years?</p>	<p>The COVID pandemic, and the resulting staffing and logistical disruptions, caused the delays for the 2022 audit and to a lesser extent the 2023 audit. As noted in Question 27 above, audits are generally not able to be finalized prior to June or July due to delays in the provision of Pension and OPEB information from NJ Treasury.</p>
29.	<p>RFP – 3.7 INVOICING & PAYMENT REIMBURSEMENT SCHEDULE, C.</p> <p>Would the Authority consider the following revision, as auditors cannot agree to tie fees or payment to deliverables due to the possibility of appearing as a contingent fee:</p> <p><i>C. 10% upon completion of the <u>procedures annual Deliverables</u> as set forth in the "Scope of Work" and actual submittal of the Auditor's Report, compilations, tax returns, etc. for each respective year.</i></p>	<p>Respectfully, the Authority will not make the requested revisions to the RFP.</p>
30.	<p>RFP – 5.5 AWARDED VENDOR'S RESPONSIBILITIES Second Paragraph</p> <p><i>The Awarded Vendor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the Contract. The Awarded Vendor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this Contract shall not in any way relieve the Awarded Vendor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the Authority may have arising out of the Awarded Vendor's performance of this Contract. <u>Any revisions or corrections requested by the Authority will not influence the decisions or conclusions of the Awarded Vendor's report in any way.</u></i></p>	<p>Respectfully, the Authority will not make the requested revision to the RFP. However, the vendor should proceed in an appropriate manner and pursuant to all applicable law and standards.</p>

31.	<p>RFP – 5.6 SUBSTITUTION OF STAFF, Third Paragraph</p> <p>Would the Authority consider the revision below which will allow the Authority the right to approve changes or replacement personnel, but not remove personnel once they've started the audit, which may then create a threat of undue influence:</p> <p><i>The Authority reserves the right, in its sole discretion, to recommend and make changes to the Awarded Vendor's overall approach to address these advisory needs, if deemed necessary. For instance, the Authority's Designated Contract Manager may determine that the Awarded Vendor's staff employee assigned to perform the requisite services may not be meeting the acceptable levels of performance and a replacement staff employee is needed to better meet the needs of the Authority. <u>The Authority shall not take any action or make any request to the Awarded Vendor that may create undue influence over the Awarded Vendor or confer any other rights upon the Authority that may violate independence standards.</u></i></p>	<p>The Authority will agree to the proposed revision. Please see revised RFP Section 5.6.</p>
32.	<p>RFP – 5.9.1 Data Confidentiality, First Paragraph</p> <p>Would the Authority consider the revisions below, which limit to "unauthorized" use and access:</p> <p><i>All financial, statistical, personnel, customer and/or technical data supplied by the Authority to the Awarded Vendor are confidential (Authority Confidential Information). The Awarded Vendor must secure all data from <u>unauthorized</u> manipulation, sabotage, theft or breach of confidentiality. The Awarded Vendor is prohibited from releasing any financial, statistical, personnel, customer and/or technical data supplied by the Authority that is deemed confidential <u>in any matter not permitted by the Contract.</u> Any <u>unauthorized</u> use, sale, or offering of this data in any form by the Awarded Vendor,</i></p>	<p>Respectfully, the Authority will not make the requested revisions to the RFP.</p>

	<p><i>or any individual or entity in the Awarded Vendor's charge or employ, will be considered a violation of this Contract and may result in Contract termination and the Awarded Vendor's suspension or debarment from Authority contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.</i></p>	
33.	<p>RFP – 5.9.1 Data Confidentiality, Second Paragraph</p> <p><i>The Awarded Vendor shall assume total financial liability incurred by the Awarded Vendor associated with any breach of confidentiality <u>of Authority Confidential Information in Vendor's possession.</u></i></p>	Respectfully, the Authority will not make the requested revision to the RFP.
34.	<p>RFP- 5.9.2 DATA SECURITY STANDARDS, Data Security, First Paragraph</p> <p>Would the Authority consider modifying this section to “industry standards” which reduces ambiguity as to what standards and auditor will adhere to:</p> <p><i>Data Security: The Awarded Vendor at a minimum must protect and maintain the security of data traveling its network in accordance with generally accepted industry <u>standards</u> practices.</i></p>	Respectfully, the Authority will not make the requested revisions to the RFP.
35.	<p>RFP- 5.9.2 DATA SECURITY STANDARDS, Data Security, A</p> <p>Media Sanitation Policy at the link referenced. Would the Authority consider the redlines below, or could the Authority provide the policy for review:</p> <p><i>Any Personally Identifiable Information must be protected. All data must be classified <u>by the State</u> in accordance with the State's Asset Classification and Control policy, 08-04-NJOIT at https://www.state.nj.us/it/whatwedo/policylibrary/. Additionally, data must be disposed of in accordance with <u>industry standards</u> the State's Information Disposal and Media Sanitation policy, 09-10-NJOIT at https://www.state.nj.us/it/whatwedo/policylibrary/; and</i></p>	Respectfully, the Authority will not make the requested revisions to the RFP.

36.	<p>RFP- 5.9.2 DATA SECURITY STANDARDS, Data Security, B</p> <p>Would the Authority consider the following revisions which limit this section to the Awarded Vendors provision of services:</p> <p><i>Data usage, storage, and protection is subject to all applicable federal and State statutory and regulatory requirements <u>applicable to the provision of services, such as</u> as amended from time to time, including, without limitation, those for Health Insurance Portability and Accountability Act of 1996 (HIPAA), Personally Identifiable Information (PII), Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075), New Jersey State tax confidentiality statute, N.J.S.A. 54:50-8, New Jersey Identity Theft Prevention Act, N.J.S.A. 56:11-44 et seq., the federal Drivers' Privacy Protection Act of 1994, Pub.L. 103-322, and the confidentiality requirements of N.J.S.A. 39:2-3.4. Awarded Vendor must also conform to Payment Card Industry (PCI) Data Security Standard;</i></p>	Respectfully, the Authority will not make the requested revisions to the RFP.
37.	<p>RFP- 5.9.2 DATA SECURITY STANDARDS, Data Transmission</p> <p>Would the Authority consider the below revisions noting data transmission will be done in accordance with the contract, and clarifies the Vendor will use commercially reasonable technologies:</p> <p><i>Data Transmission: The Awarded Vendor must only transmit or exchange State of New Jersey data with other parties when expressly requested in writing and/or permitted by and in <u>the terms of the Contract</u> accordance with requirements of the State of New Jersey. The Awarded Vendor must only transmit or exchange data with the State of New Jersey or other parties through secure means supported by <u>commercially reasonable</u> current technologies. The Awarded Vendor must encrypt all data defined as personally identifiable or confidential by the State of New Jersey or applicable law <u>or</u> regulation or standard during any transmission or exchange of that data <u>across public networks</u>.</i></p>	Respectfully, the Authority will not make the requested revisions to the RFP.

38.	<p>RFP- 5.9.2 DATA SECURITY STANDARDS, Data Storage</p> <p>Would the Authority consider the following revisions; our Firm's system topology is considered sensitive for security purposes and not distributed outside the firm. We can provide a general list of what systems will be used on the engagement. The reference to "standards" is vague. Vendor would need to understand which standard the State would like Vendor to adhere to in order to determine whether we can agree:</p> <p><i>Data Storage: All data provided by the State of New Jersey or State data obtained by the Awarded Vendor in the performance of the Contract must be stored, processed, and maintained solely in accordance with a project plan and system list topology approved by the Designated Contract Manager. No State data shall be processed on or transferred to any device or storage medium including portable media, smart devices and/or USB devices, unless that device or storage medium has been approved in advance in writing by the Designated Contract Manager. The Awarded Vendor must encrypt all data at rest defined as personally identifiable information by the State of New Jersey or applicable law or regulation or standard. The Awarded Vendor must not store or transfer State of New Jersey data outside of the United States.</i></p>	Respectfully, the Authority will not make the requested revisions to the RFP.
39.	<p>RFP- 5.9.2 DATA SECURITY STANDARDS, Data Re-Use</p> <p>Would the Authority consider including the revisions below, which clarify data will be distributed if required to perform under the Contract, and as permitted with the requirements of the Contract:</p> <p><i>Data Re-Use: All State data must be used expressly and solely for the purposes enumerated in the Contract. Data must not be distributed, repurposed or shared across other applications, environments, or business units of the Awarded Vendor <u>unless required to perform the obligations set forth in the Contract</u>. No State data of any kind must be transmitted, exchanged or otherwise passed to other Awarded Vendors</i></p>	Respectfully, the Authority will not make the requested revisions to the RFP.

	<p>or interested parties except on a case-by-case basis as specifically agreed to in writing by the Designated Contract Manager or <u>as permitted by and in accordance with requirements of the Contract or the State of New Jersey.</u></p>	
40.	<p>RFP- 5.9.2 DATA SECURITY STANDARDS, Data Breach</p> <p>Would the Authority consider the revisions below that clarify Vendor will comply with the laws applicable to Vendors provision of services. Would the Authority consider extending the notification for breach from 24 to 48 hours, which would allow the Vendor more time to inform individuals:</p> <p><i>Data Breach: Unauthorized Release Notification: The Awarded Vendor must comply with all applicable State and Federal laws <u>applicable to Awarded Vendor's provision of services</u> that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the Awarded Vendor's security obligations or other event requiring notification under such applicable law ("Notification Event"), the Awarded Vendor must assume responsibility for informing the Designated Contract Manager within 24 24 48 hours and all such individuals in accordance with such applicable law and to indemnify, hold harmless and defend the State of New Jersey, its officials, and employees from and against any claims, damages, or other harm related to such Notification Event. <u>To the extent permitted by law</u>, A <u>all notification</u> communications must be coordinated with the State of New Jersey</i></p>	<p>Respectfully, the Authority will not make the requested revisions to the RFP.</p>

41.	<p>RFP- 5.9.2 DATA SECURITY STANDARDS, End of Contract Handling</p> <p>Would the Authority consider the revision below which clarifies that the Vendor can retain copies of State data if retained in work papers, back up media etc. Would the Authority also modify this paragraph to reference industry standards:</p> <p><i>End of Contract Handling: Upon termination/expiration of this Contract the Awarded Vendor must first return all State data, <u>except for copies retained in work paper files or records (i.e., engagement documentation), anything that may be stored in backup media or other electronic data storage systems, latent data and metadata</u>, to the State in a usable format as defined in the RFP, or in an open standards machine readable format if not. The Awarded Vendor must then erase, <u>delete</u>, destroy, <u>and or</u> render unreadable all Awarded Vendor copies of <u>such</u> State data according to <u>industry</u> the standards enumerated in accordance with the State's most recent Information Disposal and Media Sanitation policy, currently the 09-10 NJOIT form at https://www.state.nj.us/it/whatwedo/policylibrary/ and, <u>upon request, confirm</u> certify in writing that these actions have been completed within 30 days after the termination/expiration of the Awarded Vendor within seven (7) days of the request of an agent of the State whichever shall come first</i></p>	<p>Respectfully, the Authority will not make the requested revisions to the RFP.</p>
42.	<p>RFP 6.3 – RIGHT TO INSPECT BIDDER'S FACILITIES</p> <p>Depending on the nature of what the Authority would want to look at while on Vendor's premises, would the Authority consider including language that the Authority will comply with security and confidentiality requirements of the Bidder?</p> <p><i>Below is our proposed language:</i></p> <p><u>The Authority shall comply with all security and confidentiality requirements of the Bidder upon entering the facility.</u></p>	<p>The Authority agrees to the requested revision. Please see revised RFP Section 6.3.</p>

43.	<p>Exhibit A Contract For Professional Services, 4. Ownership and Use of Documents</p> <p><i>Would the Authority consider adding the proposed language at the end of this section which clarifies Vendor owns its working papers, and the Authority may have access so long as it's in accordance with applicable standards:</i></p> <p><u><i>Notwithstanding anything to contrary herein, the Vendor shall exclusively own its audit working papers, including all drafts. The Authority will have access to such working papers in accordance with the applicable professional standards.</i></u></p>	<p>Respectfully, the Authority will not make the requested revision to the RFP. However, the Authority will comply with all applicable law, regulations and required standards.</p>
44.	<p>Exhibit A Contract For Professional Services, 6. Indemnification</p> <p><i>Would the Authority consider including the revisions below which limit indemnification, and clarifies that Vendor would not indemnify for the Authority's acts/ misrepresentations, as doing so would be a violation of professional standards:</i></p> <p><i>Indemnification. The Vendor shall defend, indemnify, protect and hold harmless the State of New Jersey and the Authority, and its officers, agents, servants and employees from and against any and all suits, claims, demands, losses or damages of any kind <u>for death, bodily injury, or damage to tangible property</u> arising out of or claimed to arise out of any act, error, or omission on the part of the Vendor, its officers, agents, servants, employees and subcontractors in the performance of services under this Contract. The Vendor shall, at its own expense, appear, defend and pay all charges for attorneys and all costs and other expenses arising from such suit or claim or incurred in connection therewith. If any judgment shall be rendered against the State of New Jersey and the Authority or its officers, agents, servants, and employees for which indemnification is provided under this Section 6, the Vendor shall, at its own expense, satisfy and discharge the same.</i></p> <p><i>The Vendor shall be liable to the Authority for any reasonable costs incurred by the Authority to correct, modify, or redesign any technical information, reports, findings, analyses, surveys or drawings generated or produced by Vendor or any Work performed by the Vendor or its</i></p>	<p>Respectfully, the Authority will not make the requested revisions to the RFP.</p>

	<p>subcontractor(s) that is found to be defective or not in accordance with the provisions of the Contract as a result of any negligent act, error, or omission on the part of the Vendor, its officers, agents, servants, employees and subcontractors. The Vendor shall be given a reasonable opportunity to correct any deficiency.</p> <p><u>Vendor's obligation to indemnify shall not extend or apply to any claim alleging that the Authority's financial statements are inaccurate or incomplete or were not prepared in accordance with generally accepted accounting principles. Vendor has no obligation to indemnify the Authority from any claims resulting from the acts or omissions of the Authority; and in no event would any indemnification provided under this section be effected by Vendor if doing so would violate the AICPA or other independence obligations.</u></p>	
45.	<p>Exhibit A – Contract For Professional Services, 7. Insurance, C. Professional Liability Insurance</p> <p>Would the Authority consider the revision below for Vendors with Professional Liability policies that include Cyber?</p> <p>Would the Authority consider removing the requirement of PLI including Contingent Bodily Injury and Property Damage, if it is not covered under the Professional Liability policy:</p> <p><i>Professional Liability Insurance, <u>including Cyber Liability</u>.</i></p> <p><i>The Vendor shall carry Errors and Omissions and / or Professional Liability Insurance sufficient to protect the Vendor from any liability arising out of professional obligations performed pursuant to this Contract. The insurance shall be in the amount of \$1,000,000 each claim and in such policy form as shall be approved by the Authority.</i></p> <p><i>Professional Liability Insurance shall include coverage for Contingent Bodily Injury and Property Damage.</i></p>	<p>Respectfully, the Authority will not make the requested revisions to the RFP.</p>

46.	<p>Exhibit A – Contract For Professional Services, 7. Insurance, D. Cyber Security Insurance</p> <p>Would the Authority allow selected Vendors to mark this section as Reserved if Cyber Insurance is included in their Professional Liability Policy?</p> <p><i>Reserved. Cyber Security Insurance</i></p> <p>The Vendor shall carry Cyber Security Insurance in the amount of \$1,000,000 each claim which shall include, but not be limited to, coverage for breach of the Privacy Act or HIPAA regulations. This coverage will be either a part of or separate from the Professional Liability Insurance.</p>	<p>Respectfully, the Authority will not make the requested revisions to the RFP.</p>
47.	<p>Exhibit A – Contract For Professional Services, 7. Insurance, Fourth Paragraph</p> <p>If a Vendors Professional Liability policy does not allow waiver of subrogation, would the Authority consider including the following revision:</p> <p><u><i>With the exception of Professional Liability insurance, Contractor hereby waives all rights of subrogation against New Jersey Economic Development Authority for recovery of damages to the extent those damages are covered by any insurance policies the Contractor is required to maintain as set forth herein. Contractor agrees to obtain, at its own cost, any endorsement necessary to provide such a waiver under the applicable insurance coverage.</i></u></p>	<p>Respectfully, the Authority will not make the requested revision to the RFP.</p>
48.	<p>Exhibit A – Contract For Professional Services, 7. Insurance, Fifth Paragraph</p> <p>Would the Authority consider the following revision if Vendor's Policy includes the required language but the certificates do not?</p> <p>Would the Authority allow Vendor to provide notice of cancellation within 30 days instead of 48 hours?</p> <p>All policies and corresponding Certificates must show thirty (30) days' prior written notice of cancellation (10 days' notice for non-payment cancellation) to the Authority. If the insurance policies cannot be endorsed to provide notice of</p>	<p>Respectfully, the Authority will not make the requested revisions to the RFP. The issue is providing the notice to the Authority within forty-eight (48) hours.</p>

	<p><i>cancellation to third parties, then it is the responsibility of the Vendor to provide notice of cancellation to the Authority within <u>thirty (30) days</u> forty-eight (48) hours of receipt of notification from their insurance company.</i></p>	
49.	<p>Exhibit A – Contract For Professional Services, 8. Termination</p> <p>Would the Authority consider adding the language below as a third paragraph which would allow the Vendor to terminate the contract if there was an independence, conflict of interest, or professional standards issue that would prevent the vendor from continuing with the engagement?</p> <p><u><i>Notwithstanding the foregoing, with regard to Vendor's audit/ attestation services being performed under the Agreement, Vendor reserves the right, at its sole discretion, not to participate in work if an independence or a conflict of interest concern may be perceived or arise, or where a change of law; rule, regulation, or professional standard or a change in circumstances that would cause the continued provision of service under the engagement contract by Vendor to violate such law, rule, regulation, or professional standards, or otherwise.</i></u></p>	<p>Respectfully, the Authority will not make the requested revision to the RFP. However, the Authority will be guided by all applicable law regulation and policy and standards.</p>
50.	<p>Exhibit A – Contract For Professional Services, 9. Confidential Information of the Authority, First Paragraph</p> <p>Would the Authority consider the revisions below which allow Vendor to use their third party service providers that may have tangible access to information but are not providing direct services to the Vendor or the Authority under the awarded contract:</p> <p><u>Confidential Information of the Authority.</u> <i>In connection with performing the Work, the Vendor, its employees and subcontractors may receive, review and become aware of proprietary, personnel, commercial, and financial information of the Authority, its employees, members, borrowers or business associates that</i></p>	<p>The Authority agrees to the requested revisions. Please see revised Exhibit A – Section 9.</p>

	<p><i>is confidential and/or proprietary in nature ("Confidential Information"). The Vendor agrees that the use and handling of Confidential Information by the Vendor, its employees, third party service providers, and subcontractors, shall be done in a responsible manner and solely for furtherance of the Work. Other than to its employees, third party service providers, and subcontractors who have a need-to-know Confidential Information in connection with performance of the Work, the Vendor agrees not to disclose any Confidential Information, without the prior written consent of the Authority. The Vendor shall be responsible to assure that its employees and subcontractors do not disclose any Confidential Information without the prior written consent of the Authority. The Vendor shall inform each of its employees and subcontractors that receives any Confidential Information of the requirements of this Section 9 of the Contract and shall require each such employees and subcontractors to comply with such requirements. Vendor is authorized to use infrastructure support services (e.g., Microsoft, Oracle, ServiceNow, etc.) to store, process, or transmit the Authority's data in connection with the performance of this Contract.</i></p>	
51.	<p>Exhibit A – Contract For Professional Services, 10. Debarment Liability, C</p> <p>Would the Authority consider the following revision. Given the size of our Firm, we can only disclose what is known, however, at any time there is a new relationship subject to this provision, it will be disclosed to the Authority:</p> <p><i>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 Authority officer or employee or special Authority officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to the Authority, or with any person, firm or entity with which he or she is employed or associated or in which he or she has an interest within the meaning of N.J.S.A. 52:13D-13(g). Any relationships subject to this subsection , to the best of knowledge,</i></p>	<p>Respectfully, the Authority will not make the requested revision to the RFP. However, it is expected that the vendor will make any disclosures or assessments to the best of their knowledge.</p>

	<p><i>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 Authority officer or employee or special Authority 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.</i></p>	
52.	<p>Exhibit A – Contract For Professional Services, 11. Time for Completion and Damages, First Paragraph</p> <p>Would the Authority consider the revision below, which removes the scheduling ambiguity and clarifies the Vendor will adhere to the schedule in the Contract:</p> <p><i><u>Time for Completion and Damages.</u></i> <i>The time for beginning and the time for completion of the Work are essential conditions of the Contract</i> <i>The Vendor shall strictly adhere to the scheduling requirement of the Contract, and the Work embraced shall be commenced on the date of the “Notice to Proceed” or other such notice from the Authority’s representative.</i></p>	<p>Respectfully, the Authority will not make the requested revisions to the RFP. However, the timing for the work will be key and as provided in the RFP, as well as through the Contract Manager and/or designee.</p>
53.	<p>Exhibit A – Contract For Professional Services, 14. General Conditions, A</p> <p>Would the Authority consider the revision below that allows the Vendor to perform services in accordance with professional standards? :</p> <p><i>The Work shall be performed in a professional manner, in accordance with the standards generally expected or required within the profession applicable professional standards and the Work shall also be performed in accordance with all applicable state, federal and local laws, rules, regulations and ordinances</i></p>	<p>Respectfully, the Authority will not make the requested revisions to the RFP.</p>
54.	<p>Exhibit A – Contract For Professional Services, 14. General Conditions, C</p> <p>Would the Authority agree to the revision below. Due to professional standards, it would be at the Vendor’s discretion to provide the Authority with access to audit documentation if requested:</p> <p><i>Upon the Authority’s request, T</i><i>he Vendor may make available</i> <i>shall provide</i> <i>to the Authority, at Vendor’s</i> <i>discretion expense</i>, <i>copies or access to</i></p>	<p>Respectfully, the Authority will not make the requested revisions to the RFP.</p>

	<p><i>audit documentation, provided such disclosure does not undermine the effectiveness and integrity of the audit process. of all drawings, plans, cost estimates, design analyses, reports, schedules, charts, graphs and / or other documents required for the Project.</i></p>	
55.	<p>Exhibit A – Contract For Professional Services, 14. General Conditions, F</p> <p>Would the Authority consider limiting this provision to “as applicable”; see proposed revision:</p> <p><i>The Contractor shall comply with the affirmative action requirements set forth in the Law Against Discrimination, N.J.S.A. 10:5-31 et seq., and the American Disabilities Act 42 USC 12101 <u>as applicable</u>, and the regulations promulgated thereunder by the State Department of Treasury.</i></p>	<p>Respectfully, the Authority will not make the requested revision to the RFP. However, we will follow all statutes and regulations as applicable.</p>
56.	<p>Exhibit A – Contract For Professional Services, 14. General Conditions, K.</p> <p>Would the Authority consider the following revision that Vendor will provide audit documentation pursuant to Government Auditing Standards:</p> <p><i>Pursuant to N.J.S.A. 52:15C-14(d), relevant records of private vendors or other persons entering into contracts with the Authority are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Vendor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. <u>Pursuant to Government Auditing Standards, and subject to applicable provision of laws and regulations, the Vendor is required to make appropriate individuals and certain audit documentation.</u> Such records shall be made available to the New Jersey Office of the State Comptroller upon request.</i></p>	<p>Respectfully, the Authority will not make the requested revision to the RFP. This language is mandated by the specific OSC statute and regulation. However, also understood that pursuant to Government Auditing Standards and applicable laws and regulations that there are requirements to make available certain documentation and records.</p>

57.	<p>Exhibit A – Contract For Professional Services, V. Enabling Tools</p> <p>Would the Authority consider including the language below which allows a Vendor to use their proprietary tools in the performance of the services:</p> <p>Enabling Tools.</p> <ul style="list-style-type: none"> i. <i>Vendor may provide Authority with access to or use of Vendor proprietary and third-party scripts or software tools (“Enabling Tools”) i) to assist Authority in the extraction of data from Authority’s electronic books and records systems or other systems (“Authority Systems”) in connection with the services, or ii) to otherwise facilitate Vendor’s services to Authority. Authority may not permit third parties outside of Authority’s organization to have access to use of Vendor’s Enabling Tools without Vendor’s prior written approval, provided that agents or Vendors of Authority having a need to know in order to perform their services to Authority are permitted to have access to and use of Enabling Tools to the extent necessary for such parties to perform such services. Authority may not redistribute, reproduce (except as necessary to run), modify, commercialize, allow third parties to access (except as permitted above or as otherwise authorized by Vendor in writing), or reverse engineer or decompile (except where such rights cannot be limited by applicable law) Enabling Tools. Enabling Tools are provided on an “as is” and “as available” basis.</i> ii. <i>Other than as expressly permitted hereby, Authority agrees to keep Enabling Tools and credentials for accessing Enabling Tools in its possession, custody, or control confidential, using no less than a reasonable standard of care to protect them from unauthorized disclosure or use, and to notify Vendor of any legal compulsions to disclose them.</i> iii. <i>Enabling Tools are not intended to be used as a system of record, repository, or</i> 	<p>Respectfully, the Authority will not make the requested revisions to the RFP.</p>
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	<p><i>hosting service, and Authority acknowledges that its access to Enabling Tools may be suspended at any time. Information contained within online Enabling Tools may be removed within a reasonable period of time (no less frequently than annually) following the conclusion of the services. Certain Enabling Tools may be subject to additional terms or conditions, which will be provided in advance and in writing for Authority's review and acceptance.</i></p> <p>iv. <i>Enabling Tools may include agents or scripts for extracting data from Authority's Systems. With respect to such extraction agent or scripts, Authority understands and agrees that it is solely responsible for following appropriate change management policies, processes and controls relating to the environment (including without limitation appropriate backup of Authority's information and Systems) (collectively, "Change Management Processes"). In the event Authority fails to use such Change Management Processes or if such Change Management Processes prove to be inadequate, Authority acknowledges that the Systems and/or agents or scripts may not function as intended. At the conclusion of the services, Authority shall delete all copies of such Enabling Tools from Authority's Systems.</i></p>	
58.	<p>Exhibit A – Contract For Professional Services, W. Confidentiality; Access to Audit Documentation</p> <p>Would the Authority consider including the below as an additional term to the contract? The first portion of the language allows a Vendor to use Member Firms, and the second portion clarifies that the Vendor includes the engagement documentation.</p> <p><i>Confidentiality; Access to Audit Documentation.</i></p> <p>a. <u><i>Vendor may disclose confidential information when required by law, legal process, or applicable professional standards, including but not limited to the</i></u></p>	<p>Respectfully, the Authority will not make the requested revisions to the RFP. However, the Authority will follow all applicable law and audit standards, specifically pertaining to engagement documentation.</p>

	<p><u>AICPA and Government Auditing Standards. Vendor represents that it (i) will treat confidential information in accordance with applicable professional standards, and (ii) has technical, legal and other safeguards, measures and controls in place to protect Authority's confidential information from unauthorized disclosure or use. Vendor may disclose confidential information (i) to Vendor Resources performing the applicable services, (ii) to Vendor Resources and the legal entities comprising (vendor name redacted) International and their respective partners, principals, employees, and agents ("Vendor Parties") providing internal, administrative, clerical, analytical and/or regulatory compliance operations and functions, and information technology support, and (iii) to Vendor Parties for purposes of performing engagement acceptance and other professional responsibilities such as maintaining auditor independence and performing conflicts checks; provided, that such Vendor Resources and Vendor Parties shall be subject to obligations of confidentiality. In all such cases, Vendor shall remain responsible to Authority for maintaining the confidentiality of Authority's confidential information. Any non-disclosure or confidentiality agreements the parties entered into prior to the date of the Agreement shall not be deemed to prevent Vendor from performing the services in accordance with the Agreement and applicable professional standards.</u></p> <p><u>The Engagement Documentation for the services is the property of Vendor. Engagement Documentation means audit documentation and/or attestation documentation, as applicable, as defined under the applicable professional standards. Terms such as working papers or workpapers may also be used.</u></p>	
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59.	<p>Exhibit A – Contract For Professional Services, X Dispute Resolution</p> <p>Would the Authority consider adding dispute resolution language to the agreement. Below is proposed language stating non-binding mediation will be used as a prerequisite to litigation should any dispute or claim arise.</p> <p><i><u>a.b. Dispute Resolution. The parties agree that any dispute or claim arising out of or relating to the Agreement or the services provided thereunder shall first be submitted to non-binding mediation as a prerequisite to litigation. Mediation may take place at a location to be designated by the parties using the Mediation Procedures of the International Institute for Conflict Prevention and Resolution, with the exception of paragraph 2 (Selecting the Mediator). If, after good faith efforts, the parties are unable to resolve their dispute through mediation within ninety (90) days after the issuance by one of the parties of a request for mediation, then the parties are free to pursue all other legal and equitable remedies available to them. Nothing herein shall preclude Vendor from filing a timely formal claim in accordance with applicable [insert State] law provided, however, that Vendor shall, if permitted, seek a stay of said claim during the pendency of any mediation. Either party may seek to enforce any written agreement reached by the parties during mediation in any court of competent jurisdiction.</u></i></p>	<p>Respectfully, the Authority will not make the requested revisions to the RFP.</p>
60.	<p>Exhibit A – Contract For Professional Services, Y. Independence</p> <p>Would the Authority consider including the below Independence term to the agreement which clarifies that the Vendor needs to comply with AICPA and Managements Responsibility in the audit process:</p> <p><i><u>Independence. For the purpose of complying with the AICPA Code of Professional Conduct, Authority agrees to provide the following in relation to the entity(ies) for which we perform a financial statement audit, review, or compilation engagement (as applicable):</u></i></p>	<p>Respectfully, the Authority will not make the requested revisions to the RFP. However, the Authority will provide all required engagement documentation that the awarded vendor would require, consistent with all applicable laws and standards including the AICPA Code of Professional Conduct.</p>

	<p>a. <i>at least annually, a complete and accurate legal entity listing of all of Authority's affiliates as defined by AICPA Code of Professional Conduct interpretation ET 1.224 <u>Affiliates, Including State and Local Government Affiliates, as applicable</u>;</i></p> <p>b. <i>timely information about events that may result in a change in Authority's affiliates; and</i></p> <p><i>a listing of Authority's officers, directors, individuals who have a beneficial ownership interest (known through reasonable inquiry) that gives the individual significant influence over the Authority, and individuals in key positions with respect to the preparation or oversight of the financial statements.</i></p>	
61.	<p>Exhibit A – Contract For Professional Services, Z. (vendor name/software redacted)</p> <p>The Authority will have access to certain Vendor technologies and/or licensed third party tools which requires Vendor to address certain terms of use related to those tools and technologies. Would the Authority consider including the proposed language as an additional term to the contract:</p> <p>c. <i>(vendor name/software redacted). In an effort to facilitate efficient communication between Vendor and Authority related to the services and to track engagement progress during the course of the engagement, Vendor may provide Authority with access to certain service coordination tools (e.g., (vendor name/software redacted)). If such access is provided to Authority, the provisions set forth in Exhibit I shall apply to such access.</i></p>	Respectfully, the Authority will not make the requested revision to the RFP.
62.	<p>Exhibit A – Contract For Professional Services, AA. Ownership</p> <p>Would the Authority consider including the below Ownership language, which indicates that Vendor will retain ownership of their intellectual property:</p> <p><u><i>Ownership. Upon full and final payment to Vendor of fees owed under the Agreement,</i></u></p>	Respectfully, the Authority will not make the requested revision to the RFP.

	<p><u>Vendor (i) assigns to Authority, all right, title and interest in and to the deliverables except to the extent any Vendor Property is contained therein, and (ii) grants Authority a royalty-free, non-exclusive, non-transferable, non-sublicensable perpetual license, to use such Vendor Property solely in connection with Authority's use of the deliverables. Vendor Property shall mean all intellectual property, technology, know-how, methodologies, works of authorship, and other materials pre-existing the Agreement or created, acquired, or licensed separately from the Agreement, or created in performance of the Agreement which are not specific to Authority, including any modifications, enhancements, improvements, or derivative works. Notwithstanding anything herein that may be construed to the contrary, Authority agrees that nothing in this Agreement prevents Vendor from using residual knowledge, which includes generalized knowledge, experience, know-how, or any of the ideas, concepts, methodologies, tools or techniques derived from or discovered during the provision of the services performed under the Contract. Vendor shall have the right to retain for its files copies of all information necessary to comply with its contractual obligations and applicable professional standards.</u></p>	
63.	<p>Would the Authority consider including the language below which gives the Vendor the right to use the Authority's name and logo for internal uses, presentations and reports to the Authority:</p> <p><u>Use of Names and Logos. Authority gives Vendor the right to use Authority's logo solely for presentations or reports to Authority or for internal Vendor presentations and intranet sites.</u></p>	<p>Respectfully, the Authority will not make the requested revision to the RFP. In any event, the Authority would only allow the Vendor the right to use Authority's logo based on a specific request as appropriately approved within the sole discretion of the Authority.</p>
64.	<p>Exhibit A – Contract For Professional Services, CC. Personnel</p> <p>Would the Authority consider including the language below as an additional term, no action is needed by the Authority, it is just clarifying that depending on the services, non-CPA holders may participate in the provision of the services.</p> <p><u>Personnel. Vendor is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs.</u></p>	<p>Respectfully, the Authority will not make the requested revision to the RFP. However, the vendor will be guided by the requirements of the RFP. Specific reference to Section 6.7 as to the evaluation criteria pertaining to personnel, experience, ability, and pricing.</p>

	<p><i>Depending on the services Vendor is providing, non-CPA holders may participate in the provision of services under the Agreement.</i></p>	
65.	<p>Exhibit A – Contract For Professional Services, DD. Engagement Letters</p> <p>Would the Authority consider including the language below as an additional term to the contract. Under professional standards, an agreement or engagement letter needs to be signed annually:</p> <p><u><i>Engagement Letters. Per professional standard requirements. Vendor shall provide Authority with an engagement letter, updated annually, outlining the agreed upon services and party responsibilities. The engagement letters shall be incorporated into the Agreement.</i></u></p>	<p>The Authority will agree to this revision pertaining to engagement letters. Please see revised Exhibit A – Section 14V.</p>
66.	<p>Exhibit A – Contract For Professional Services, Attachment: Exhibit A – Mandatory Equal Employment Opportunity Language</p> <p>Under the signature lines of Exhibit A – Contract For Professional Services there is a reference to Attachment:</p> <p>Exhibit A – Mandatory Equal Employment Opportunity Language, however the Exhibit is not attached, and it does not look to be included as part of the solicitation package.</p> <p>Can the Authority please provide for Vendors to review?</p>	<p>See attached at the end of this Addendum.</p>
67.	<p>The Authority may have access to certain Vendor technologies and/or licensed third party tools which requires Vendor to address certain terms of use related to those tools and technologies.</p> <p><u><i>Exhibit I</i></u> <u><i>(vendor/software name redacted)</i></u> <u><i>TERMS OF USE</i></u></p>	<p>Respectfully, the Authority will not make the requested revisions to the RFP.</p>

	<p><u>As used herein, “(vendor/software name redacted)” shall refer to those service coordination tools made available to Authority by (vendor name redacted) that allow a group of users to access a virtual repository for the purposes of sharing information, engaging in online discussions, providing status with regard to engagement activity and accessing certain content. These terms of use (the “Terms”) are between Authority and (vendor name redacted) and shall govern Authority’s use of (vendor/software name redacted), including content posted to (vendor/software name redacted) by (vendor name redacted) and/or its licensors. If Authority is comprised of multiple legal entities, Authority agrees that (a) it has the authority to bind all such entities, and (b) these Terms shall govern such entities’ use of (vendor/software name redacted). In the event of any conflict or inconsistency between these Terms and the contract(s) between (vendor name redacted) and Authority to which these Terms or (vendor/software name redacted) relates, these Terms shall govern with respect to Authority’s use of (vendor/software name redacted) only.</u></p> <p>1. Authority and its Authorized Users (as defined below) may access and use (vendor/software name redacted) solely in furtherance of (vendor name redacted) engagement(s) with Authority. (vendor/software name redacted) is not intended for use as a document retention system and should not be regarded as a system of record. Authority should retain or download any information from (vendor/software name redacted) it wishes to retain for its files. Access to information within (vendor/software name redacted) may be removed or become unavailable within a reasonable time once the corresponding engagement is completed. “Authorized User” means Authority’s employees and other personnel authorized by Authority and approved by (vendor name redacted) to access and use (vendor/software name redacted).</p>	
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	<p><u>redacted</u>). Authority shall ensure that all Authorized Users who access and use <u>(vendor/software name redacted)</u> comply with these Terms. Authority shall promptly notify <u>(vendor name redacted)</u> about any Authorized User who should no longer have access to <u>(vendor/software name redacted)</u> or improper access to the password of an Authorized User.</p> <p>2. Authority may not: (a) copy, translate, modify, adapt or <u>create derivative works from (vendor/software name redacted)</u>; (b) rent, lease, lend, pledge, or directly or indirectly transfer or distribute <u>(vendor/software name redacted)</u> to any third party; or (c) use <u>(vendor/software name redacted)</u> to upload, store, post, email, transmit or otherwise make available any content that is unlawful and/or infringes any intellectual property rights or data protection, privacy or other rights of any other party. Authority is responsible for the information its users may upload to such tools and compliance with all laws and regulations applicable to use or access by Authority's users outside the U.S. (e.g., export control and data privacy laws and regulations). Except for the license granted herein to Authority, Authority acquires no right or interest of any kind in or to <u>(vendor/software name redacted)</u>.</p> <p>3. Technical factors such as bandwidth, network configurations, and browser settings can affect <u>(vendor/software name redacted)</u> speed and accessibility. <u>(vendor name redacted)</u> does not guarantee the continuous, uninterrupted or error-free operability of <u>(vendor/software name redacted)</u>, or compatibility with Authority's computer browser or any other part of its computing systems. Access to <u>(vendor/software name redacted)</u> may be suspended or limited at any time, and content may be unavailable. <u>(vendor name redacted)</u> is not responsible for the content of any third-party websites, or hyperlinks which may be featured on <u>(vendor/software</u></p>	
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	<p><u>name redacted</u>).</p> <p>4. <u>If (vendor name redacted) relationship with Authority terminates for any reason, all further access to and use of (vendor/software name redacted) by Authority and its Authorized Users must immediately cease and (vendor name redacted) may deactivate or delete related user accounts, unless otherwise required by applicable law or professional standards to maintain such accounts. (vendor name redacted) reserves the right to terminate Authority's access to (vendor/software name redacted) for any reason.</u></p> <p>5. <u>EXCEPT AS EXPRESSLY STATED IN THESE TERMS, (vendor/software name redacted) IS MADE AVAILABLE ON AN "AS-IS", "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED.</u></p> <p>6. <u>Refer to (vendor name redacted) Privacy Statement(https://home.(vendor name redacted)/us/en/home/misc/privacy.html) for information about how (vendor name redacted) collects, uses, and protects personal data.</u></p>	
68.	Who is the current auditor?	The current auditor is PKF O'Connor Davies, LLP.
69.	Are the current auditors allowed to submit a proposal for consideration?	Yes. The procurement is open to all potential responsive Bidders and there is no prohibition that the current auditor could not submit a proposal.

70.	Our firm prefers to invoice in a manner that differs from the structure of the Fee Schedule. Is it permissible to submit our firm's pricing structure in lieu of the Fee Schedule that was posted on your website?	No. The Authority does not allow any alterations of the Authority-Supplied Fee Schedule. In the event that a Fee Schedule is modified, it shall result in a mandatory rejection of the proposal submission.
71.	Should I double/triple check that I have signed all required documents and check that I have uploaded the correct documents before the Proposal Due Date?	<p>Yes. It is strongly suggested to thoroughly review the RFP and Bidder's Checklist to ensure all required documents are included and properly signed prior to submitting/uploading. The RFP and Bidder's Checklist clearly indicate which documents MUST be submitted/uploaded prior to the Proposal due date and which ones would be required prior to any award.</p> <p>However, it is highly encouraged to properly complete and submit/upload all documents with your firm's Proposal.</p>
72.	Can you please confirm what is required to be submitted with the bid proposal submission? What must I provide at time of bid submission and what must be signed?	<p>Please review the RFP and all its requirements. In order to be responsive, please review RFP Section 3.0 and 4.2.4 as to what must be addressed in the proposal. To be responsive, a Bidder must also provide a fully completed Fee Schedule pursuant to RFP Section 4.2.2.</p> <p>As to compliance, although it is highly encouraged that all the compliance is submitted with the bid proposal per RFP Section 4.2.4 and 4.2.5, to be responsive, a Bidder must submit the following:</p>

		<ul style="list-style-type: none"> • Ownership Disclosure form (referenced in Section 4.2.4.2) • signed Signatory Page (referenced in Section 4.2.4.1) • Fee Schedule (referenced in Section 4.2.2) • Technical Proposal (referenced in Section 4.2.1)
73.	<p>Can you please confirm the following items and due dates?</p> <p>Due by 2:00 p.m. on June 11, 2025:</p> <p>1. Technical Proposal which includes:</p> <p>I. Cover Letter (Optional)</p> <p>II. Management Overview and Technical Approach to Achieve the Scope of Work</p> <p>III. Organization Chart, if applicable and not a sole proprietor</p> <p>IV. Key Team Member List, if applicable and not a sole proprietor</p> <p>V. Resumes of Key Team Members</p> <p>VI. References of Key Team Members</p> <p>VII. Description and Documentation of Proposer's Prior Experience and Qualifications.</p> <p>VIII. Most Recent Peer Review</p> <p>2. Fee Schedule</p> <p>3. Signatory Page</p> <p>4. Ownership Disclosure Form</p>	<p>Please be mindful that providing a Technical Proposal, Fee Schedule, Signatory Page, and Ownership Disclosure Form with your firm's Proposal is mandatory pursuant to Section 4 of the RFP. Failure to provide shall result in a mandatory rejection of the proposal and will not be able to be addressed or cured after bid opening.</p>

Part 2: Additions, Deletions, Clarifications & Modifications		
No.	Description	Clarification/Modification
1.	Modification to RFP Section 5.6	Revised language per Question #31.
2.	Modification to RFP Section 6.3	Revised language per Question #42.
3.	Modification to Exhibit A – Contract For Professional Services Section 9	Revised language per Question #50.
4.	Modification to Exhibit A – Contract For Professional Services Section 14V	Revised language per Question #65.

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three (3) documents:

- *Letter of Federal Affirmative Action Plan Approval*
- *Certificate of Employee Information Report*
- *Information Report Form AA-302* (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contractcompliance.)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, Contract Compliance Audit Unit (CCAU), EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.