

Request for Proposals:

Auditing Services

24-01

Office of Campus Operations

Kenneth Bovasso

Purchasing Manager

Warren County Community College

475 Route 57 West

Washington, N.J. 07882

**REQUEST FOR PROPOSALS: AUDITING SERVICES**

**Key Dates**

Request for Proposal Available: March 25, 2024

**Key Dates for Proposers:**

Any Clarification Questions on the RFP must

be received by the College in writing by: April 15, 2024

College will respond to all potential firms

With answers to clarifying questions by: April 22, 2024

Proposals must be received by the College

By 2:00 pm on: April 30, 2024

**Tentative Decision Date:**

Contract Awarded by Board of Trustees: May 18, 2024

 **Contact Information for questions:**

Ms. Barbara Pratt

VP Finance and Operations

Warren County Community College

475 Route 57 West

Washington, NJ 07882

pratt@warren.edu

**WARREN COUNTY COMMUNITY COLLEGE**

**475 ROUTE 57 WEST**

**WASHINGTON, NJ 07882-9605**

**REQUEST FOR PROPOSALS: AUDITING SERVICES**

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**REQUEST FOR PROPOSALS-AUDITING SERVICES**

**1.0 SCOPE OF SERVICES**

 This request for proposal (RFP) is issued to obtain professional, external independent auditing services for Warren County Community College, hereinafter referred to as the “College” through the County College contracts law, N.J.S.A. 18A:64A-25.1 et seq. and in conjunction with Pay to Play legislation, N.J.S.A. 19:44A-20.4 et seq. The Services to be provided by the external auditing firm (hereafter, “Auditor”) include:

* 1. Annual enrollment audit as required under the Statement of Auditing and Accounting Standards for County Colleges, issued by the NJ Council of County Colleges. (see Attachment A for the current standards with draft proposed changes for FY24).
	2. Audit of financial statements in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants (AICPA); and the AICPA guide, Audits of Colleges and Universities (not for profit); and, generally accepted governmental auditing standards, where applicable.
	3. Audit of Federal financial assistance and State grants in accordance with the Federal Government’s OMB Circular A-133, Audits of Institutions of Higher Education and Other Non-Profit Institutions; New Jersey OMB Circular 98-07, Single Audit Policy for Recipients of Federal Grants, State Grants, and State Aid, as amended and, generally accepted governmental auditing standards.
	4. Audit of the Warren County College Foundation and inclusion of financial information in the College’s financial statement as an affiliated organization under the provisions of GASB 39.
	5. Review of College’s internal controls as part of the overall audit process and production of an annual management letter, as necessary.

**2.0 BACKGROUND ON WARREN COUNTY COMMUNITY COLLEGE**

2.1 WCCC is a fully accredited, two-year institution of higher education offering Associate’s degrees and certification in a variety of academic areas. The College’s main campus is located at 475 Route 57 West, Washington, N.J. in Northwestern New Jersey. A second location is in Phillipsburg, NJ.

2.2 WCCC’s FY24 operating budget is $10.1 million. The College’s FY23 net position was $26.7 million, a net investment in plant of $19.3 million and $7.4 million in restricted and unrestricted funds. These amounts do not include the liabilities of the New Jersey Pension fund, which have been apportioned to all participating public entities in New Jersey nor OPEB distributions. These are added via book entries by the auditors.

The fundraising arm of the College is the Warren County Community College Foundation, a separate 501(c)3 corporation. The total assets of this organization, which was established in 1982, were just under $1.1 million as of June 30, 2023.

2.3 The College’s main information system (Jenzabar J1) supports financial, student and academic information needs. The College also uses a standalone financial aid system (Powerfaids) to process financial aid transactions. The College outsources payroll activities, network management, security, custodial and café services.

**3.0. AUDIT REPORTS AND OTHER SERVICES TO BE PROVIDED**

* 1. The annual deliverables to be the Auditor are as follows:

* + 1. Enrollment audit for credit courses (15 copies)

 3.1.2 Audit report for the College, including opinion on the financial statements (15 copies)

* + 1. Audit report for the Foundation (15 copies)

 3.1.4 Management report, including comments on the College’s internal control structure, adequacy of accounting procedures, and other matters of significance along with the firm’s recommendations to assist the College in making improvements and achieving operational efficiencies (15 copies).

* + 1. Necessary grant compliance audit reports, including compliance and internal control structure reports as required by U.S. OMB Circular A-133 and by NJ OMB Circular 98-07 (15 copies) (may be bundled with the College Audit).
		2. One copy of each of the reports listed above in electronic PDF format for submission to various agencies.
	1. In addition to the preparation of the above reports, the Auditor is expected to conduct entrance and exit conferences with appropriate College staff and meet with Board of Trustees and/or Board Committee Finance and Audit Committee members as required during the course of the audit engagement.
	2. It is possible that during the term of the contract with the auditor, the Board of Trustees may elect to have the firm undertake supplemental reviews or services. Therefore, please provide an hourly rate for supplemental services with your proposal.

**4.0 TERM OF THE CONTRACT**

The contract will initially cover fiscal year 2024 financial activities (July 1, 2023 through June 30, 2024). After the audit is completed, the College will make a determination about whether to extend the contract for an additional fiscal year(s). The maximum term of the contract will not exceed three years.

**5.0 KEY DATES**

5.1 Any requests for information or clarifying questions from prospective proposers must be submitted in writing to the College by **April 15, 2024**. Responses to questions will be posted on the College’s website at <https://www.warren.edu/bid-rfps-etc/> no later than **April 22, 2024**.

5.2 Proposals must be received by the College no later than **April 30, 2024 at 2:00 pm** (see also section 10.1).

5.3 Although an interview may not be required, proposers may be requested to meet as necessary with the Board of Trustees Finance and Audit Committee on a **May 14, 2024** Conference Call at 5:00 pm via a conference call. Information will be emailed to proposers a few days before the meeting if such participation is necessary.

5.4 A recommendation on the firm’s selection is expected to be made at a public Board of Trustees meeting no later than **May 18, 2024** (see also section 6.0).

5.5 The following timeline is anticipated for the 2023-24 audit cycle. Final dates will depend on the Warren County Commissioner’s schedule and may be revised if necessary.

 July Formal engagement letter and pre-audit conference to include a determination of the schedule for the internal controls activities and documents necessary.

 Late August Auditor should be prepared to conduct field work at the College for the enrollment audit and preliminary financial work.

 Nov-December Financial field work activity can be conducted. Schedule to be coordinated with the Vice President of Finance and Operations.

 November 1 The enrollment audit must be submitted to the State of New Jersey and the Council of County Colleges.

 February 1 Final audit should be completed.

 February Final audit is presented to the full Board of Trustees and the County Commissioners (date will depend on Commission meeting).

 By March 31 Final A-133 must be submitted to the Department of Education

 5.5 Note that the timetable above may be adjusted upon mutual agreement between the successful proposer and the College. State and federal grant compliance audits and Foundation may be completed beyond this timeline as long as governmental deadlines are met.

**6.0 RFP SUBMISSION REQUIREMENTS**

**6.1 Statements of Qualifications**

 Statements of Qualifications should be presented in the same order as the items are below. Firms should respond to each item in a clear and succinct manner. Firm information may be attached, however, it is important that your firm complete the information below.

6.1.1 Cover Sheet

6.1.2 Qualifications

 Describe the strengths of your firm in relation to this proposed engagement. Your comment should include a discussion of staff training, pertinent results of recent peer reviews, and the status of any disciplinary actions taken against the firm.

* + 1. Relevant Clients

 Provide a list of other colleges and universities audited by your firm, particularly New Jersey Community Colleges. Note any that are new clients within the past two years. Also, indicate any clients lost in the past two years and the reasons why.

If you have not audited any higher education entities, please list any K-12 and/or local government entities audited by your firm with this contact information.

* + 1. Office and Proposed Audit Team

Identify the office that would be assigned to this engagement. What is the size of staff in this office (by staff level and field). Identify the partners, managers, and other staff who will be responsible for the audit and provide resumes for each.

6.1.5 Summary of Audit Approach

 Explain your standard audit approach to the review of automated systems, including the review of data center procedures and system security.

6.1.6 Community College Experience

 Describe your firm’s experience with County College enrollment audits (if applicable), A-133 audits and state grant compliance audits.

6.1.7 Sample Contract Letter

 Provide a sample of your standard contract or engagement letter.

6.1.8 References

 Provide three references (preferably college or governmental clients) with phone numbers that the College may contact.

6.1.9 Required government forms

 Please see Forms A-E (pages 15-24 of this RFP). Submitters may print and sign the college version of these forms or may reprint their own versions of these forms as long as the submittal includes the same language retain the same information.

**6.2 Fees Quotation for Professional Services**

The proposal should include a fee schedule and anticipated out-of-pocket expenses for a one-year engagement. Please show the fees and the estimated expenses separately along with any hourly charges for supplemental services. This information should be summarized on Form F.

**7.0 RFP SUBMISSION AND QUESTIONS**

7.1 An original and four (4) copies of the required response to the RFP must be delivered **before 2:00 p.m., April 30, 2024**, to the following:

 Kenneth Bovasso

 Purchasing Manager

 Office of Campus Operations

 Warren County Community College

 475 Route 57 West

 Washington, NJ 07882

7.2 Questions concerning accounting/auditing issues must be e-mailed to:

 Barbara Pratt, Vice President Finance & Operations

 pratt@warren.edu

 Questions must be received by **April 15, 2024** so that the College may provide timely responses to potential proposers. Please email Ms. Pratt using the above address.

7.3 Inquiries will not be accepted by telephone.

7.4 Additional information, such as copies of prior audit(s) or other public information will be provided to proposers upon request.

7.5 Responses to any questions received by the College shall be posted on the College’s website under <https://www.warren.edu/bid-rfps-etc/>

**8.0 AWARD OF THE CONTRACT**

 The awarding of the contract to the successful firm will be predicated on the proposal most advantageous to the College, taking into consideration the following factors (not necessarily in the following priority order) from both the RFP submission and the interview with the Finance and Audit Committee (if necessary):

* Proposal Cost
* Firm’s experience in auditing public (GASB) institutions and in auditing public college enrollments
* Firm’s proposed approach to the audit, including experience and qualifications of individuals to be assigned to the College account.
* Completeness of the proposal
* References

 An evaluation of proposals will be conducted by the Finance and Audit Committee of the Board of Trustees, which will make recommendations to the full Board for consideration no later than its May 18, 2024 meeting. As noted previously, should the Committee or the full Board desire to interview perspective proposers, then these interviews shall take place on or about May 14, 2024 at approximately 5:00 pm.

**9.0 GENERAL TERMS AND CONDITIONS**

 **9.1 Indemnification**

 The successful firm shall be solely responsible for and shall keep, save, and hold harmless the College and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments, and cost and expenses in connections therewith on account of the loss of life, property, or injury or damage to the person, body, or property of any person, agency, corporation, or government entity, which shall arise from or result directly or indirectly from the work and/or materials supplied by or arising out of the performance of this contract. The firm’s liability under this contract shall continue after the termination of the contract with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination. This indemnification obligation is not limited by, but is in addition to, the insurance obligation contained in this agreement.

 **9.2 Insurance Requirements**

 9.2.1 The firm shall assume all responsibility for its actions and those of anyone else working for it while engaged in or traveling to or from any activity connected with this engagement. The firm shall carry sufficient insurance to protect it and the College from any property damage or bodily injury claims arising out of the contracted work.

 Evidence of current insurance coverage shall be provided in the form of a certificate which shall be submitted no later than ten (10) days after receipt of notice of intent to award contract.

(A) Worker’s Compensation Insurance applicable to the laws of the State of New Jersey and Employer’s Liability Insurance as required by applicable State and Federal laws. The required limit is $1,000,000 with employer liability limits of $100,000 for each accident; $100,000 disease policy limit per each employee, and $500,000 dismemberment policy limit.

(B) Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and shall include the College as an additional insured. Limits of liability shall be a combined single limit of $1,000,000.

(C) Comprehensive Automobile policy covering owned, non-owned, and hired vehicles with minimum limits of $1,000,000 combined single limit.

(D) Professional liability coverage with $1,000,000 limit.

9.2.2 All required insurance coverages must be in effect not later 12:01 a.m. at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

9.2.3 Liability insurance must remain in effect for the duration of the contract, including any extensions, and for ninety (90) days following termination of all work.

9.2.4 The successful firm should list name of insurance firm from which it intends to purchase the above insurances and a person to contact at this firm.

9.2.5 The firm may, if it so desires, include with its proposal the applicable certificate of insurance. This will expedite the contract award process for the successful firm.

9.2.6 The certificate of insurance should be forwarded to:

 Mr. Kenneth Bovasso, Purchasing Manager

 Warren County Community College

 475 Route 57 West

 Washington, NJ 07882-9605

8.2.7 Each policy of insurance should contain an endorsement as follows:

*“It is understood and agreed that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Insurance Company shall notify in writing the Assistant Dean of Campus Operations, Warren County Community College, thirty (30) days in advance of the effective date of any reduction in or cancellation of this policy.”*

**9.3 Transitional Period**

9.3.1 In the event that services are terminated by the firm, written notice must be provided ninety (90) days in advance of termination date. It will be incumbent upon the firm to continue the service until new services are operational. At no time will this period exceed ninety (90) days from termination date. The firm will be responsible for any additional costs incurred to the College.

9.3.2 In the event that services are terminated by the College, written notice will be provided thirty (30) days in advance of termination date. It will be incumbent upon the firm to continue the service until new services are operational. At no time will this period exceed ninety (90) days from termination date.

9.3.3 It is understood by all parties that if, during the life of the contract, the contractor disposes of his business by sale, transfer, or by means to another party, all obligations are transferred to such purchaser.

**9.4 Procedural Requirements and Amendments**

9.4.1 The firm will comply with all procedural instructions that may be issued from time-to-time by the President or his designee.

9.4.2 During the contract period, no change is permitted in any of its conditions and specifications unless the firm receives written approval from the President of the College or designee.

9.4.3 Should the firm find at any time that existing conditions make modification in requirements desirable, he shall promptly report such matter to the President of the College or designee.

9.4.4 During the period of the contract or any extension thereof, the College reserves the right to add or delete specific services. The firm will be given thirty (30) days’ notice to effect requested changes.

9.4.5 The firm’s engagement partner and/or manager may be required to meet periodically with the President or his representatives, to discuss services.

**9.5 Retention of Workpapers**

The firm shall preserve, for a period of at least three (3) years following the audit date, its workpapers, records, comments, and all evidence of audit work performed. During that time, upon request, the firm shall make all such records available for examination by authorized representatives of the cognizant federal audit agency, General Accounting Office, to the Board of Trustees, the President, and/or the Vice President Finance and Operations.

**9.6 Audit Team Changes**

 The individuals indicated in the firm’s initial proposal as being part of the audit team must be assigned to the College during the entire course of the initial audit engagement, unless an individual on the team separates from the firm or is promoted. If either separation or promotion of a member of the audit team occurs, the firm must replace this individual with an individual with like qualifications. A resume of the individual who is replacing a member of the original audit team must be submitted to the President or his designee for approval.

**9.7 Conditions of Proposal**

9.7.1 All conditions printed in this RFP are hereby made a part of the conditions under which the proposal is submitted. The contents of the proposal of the successful firm will become part of any contract awarded as a result of these specifications.

9.7.2 All materials submitted by the firm in response to this RFP becomes the exclusive property of the College.

9.7.3 By submitting a proposal, the firm covenants and agrees that it is satisfied, through its own investigation of the conditions to be met, that it fully understands its obligations; and that it will not make any claim for, or have right to, cancellation or relief without penalty because of any misunderstanding or lack of information.

 **9.8 Affirmative Action**

 Warren County Community College is committed to affirmative action and equal opportunity in all areas of operation**.** Proposals are required to comply with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. **See Attachment A.**

 **9.9 Sales Taxes**

 N.J.S.A. 54:32 B-1 et seq. exempts all services and materials sold to county colleges from sales or use taxes. Do not include them when calculating price.

 **9.10 Compliance with Additional Governing Laws/Submission Requirements**

The audit firm must comply with all local, State, and Federal laws, rules, and regulations applicable to this contract. The submission shall include the following forms:

* Non-Collusion Affidavit (Form A)
* Statement of Ownership (Form B)
* Disclosure of Investment Activities in Iran (Form C)
* Certification of Non-Involvement in Prohibited Activities in Russia and Belarus (Form D)
* Americans With Disabilities Act Compliance (Form E)
* Proposal Summary (Form F)

In addition, a successful proposer shall submit as required the following documentation:

1. Business Registration Form
2. Evidence of Affirmative Action Compliance
3. Annual Pay to Play Disclosure Requirements
4. Insurance documentation

**COVER SHEET**

Proposal for Audit Services to Warren County Community College

Firm Submitting the Proposal:

Mailing Address of Proposed Firm:

Billing Address of Proposed Firm (if different):

Contact Person:

Contact Title:

Contact E-Mail:

Contact Phone Number:

## Form A: To be completed, signed, and returned with the proposal

**NON-COLLUSION AFFIDAVIT**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the City of

in the County of and the State of

of full age, being duly sworn according to law on my oath depose and say that:

 I am\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the

 Position in Company Name of Company

and the respondent making the Proposal for the above names contract, and that I executed the said Proposal with full authority so to do; that I have not, directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the proposal, and that all statements contained in said proposal and this affidavit are true and correct, and made with full knowledge that the Board of Education relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said proposal.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(Print Name of Contractor/Vendor)**

Subscribed and sworn to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **(SIGNATURE OF CONTRACTOR/VENDOR)**

before me this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, .

 Month Year

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NOTARY PUBLIC SIGNATURE**  Print Name of Notary Public

My commission expires \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_.

 Month Day Year

**SEAL**  **STAMP**

## Form B: To be completed, signed, and returned with the proposal

**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25‑24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified, and included with all bid and proposal submissions.** **Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

Name of Organization:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Organization Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, ZIP:

**Part I Check the box that represents the type of business organization:**

Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

For-Profit Corporation (any type) Limited Liability Company (LLC)

Partnership Limited Partnership Limited Liability Partnership (LLP)

Other (be specific): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Part II Check the appropriate box.**

 The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

 **OR**

 No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

|  |  |
| --- | --- |
|  |  |

|  |  |
| --- | --- |
| **Name of Individual or Business Entity** | **Address** |
|  |  |
|  |  |
|  |  |
|  |  |

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

**If a bidder has a direct or indirect parent entity that is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity** **as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing,** ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent)that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

|  |  |
| --- | --- |
| **Website (URL) containing the last annual SEC (or foreign equivalent) filing** | **Page #’s** |
|  |  |
|  |  |
|  |  |

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

|  |  |
| --- | --- |
| **Stockholder/Partner/Member and Corresponding Entity Listed in Part II**  |  **Address** |
|  |  |
|  |  |
|  |  |

**Part IV** **Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that ***Warren County Community College*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the ***College***  to notify the ***College***  in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***College*** to declare any contract(s) resulting from this certification void and unenforceable.

|  |  |  |  |
| --- | --- | --- | --- |
| Full Name (Print): |  | Title: |  |
| **Signature:**  |  | Date: |  |

**This statement shall be completed, certified to, and included with all bid and proposal submissions.** **Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Form C: To be completed, signed, and returned with the proposal**

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

**(Page 1)**

**PROPOSAL TITLE Auditing Services Proposal**

**VENDOR NAME**

**PART 1 COMPLETE BY CHECKING EITHER BOX.**

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on the Treasury’s website at

[www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf).

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may 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.

**CHECK THE APPROPRIATE BOX**

* I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury’s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

**Or**

* I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury’s Chapter 25 list. I will provide a detailed, accurate, and precise description of the activities in Part 2 below sign and complete the Certification below.

**PART 2 ADDITIONAL INFORMATION**

Please Provide Further Information Related to Investment Activities in Iran.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

**PART 3: CERTIFICATION OF TRUE AND COMPLETE INFORMATION**

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that **Warren County Community College** is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **College** to notify the **College** in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with **Warren County Community College** and that the **College** at its option may declare any contract(s) resulting from this certification void and unenforceable.

**The Disclosure of Investment Activities in Iran Form is to be completed, certified, and submitted prior to the award of the contract**.

Name of Vendor, Bidder, or Proposer

 Print Full Name

Authorized Agent Title

**Signature**  Date

 **Form D: To be completed, signed, and returned with the proposal**

**CERTIFICATION OF NON‐INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS**

**N.J.S.A. 18A:18A-49.5**

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](https://pub.njleg.state.nj.us/Bills/2022/PL22/3_.PDF)) any person or entity (hereinafter “Vendor[i](#_bookmark0)”) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: [https://sanctionssearch.ofac.treas.gov/.](https://sanctionssearch.ofac.treas.gov/) If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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, the undersigned, certify that I have read the definition of “Vendor” below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

|  |  |
| --- | --- |
|  | *(Check the Appropriate Box)* |
| * A.
 | * That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list](https://sanctionssearch.ofac.treas.gov/) on account of activity related to Russia and/or Belarus.
 |
|  | ***OR*** |
| * B.
 | * That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially](https://sanctionssearch.ofac.treas.gov/) [Designated Nationals and Blocked Persons list](https://sanctionssearch.ofac.treas.gov/) on account of activity related to Russia and/or Belarus.

***OR*** |
|  | * That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially](https://sanctionssearch.ofac.treas.gov/) [Designated Nationals and Blocked Persons list](https://sanctionssearch.ofac.treas.gov/) on account of activity related to Russia and/or Belarus. However the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor’s activity related to Russia and/or Belarus is consistent with federal law as set forth on the next page.

***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*** |
|  |  (*Attach Additional Sheets If Necessary.)* |
| Signature of Vendor’s Authorized Representative |  | Date |
| Print Name and Title of Vendor’s Authorized Representative |  | Vendor’s FEIN |
| Vendor’s Name |  | Vendor’s Phone Number |
| Vendor’s Address (Street Address) |  | Vendor’s Fax Number |
| Vendor’s Address (City/State/Zip Code) |  | Vendor’s Email Address |
|  |  |  |

Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

**Form E: To be completed, signed, and returned with the proposal**

**AMERICANS WITH DISABILITIES ACT OF 1990**

**Equal Opportunity for Individuals with Disability**

The successful Bidder does hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this Contract. In providing any aid, benefit, or service on behalf of WCCC pursuant to this Contract, the successful Bidder agrees that the performance shall be in strict compliance with the Act. In the event that the successful Bidder, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this Contract, the successful Bidder shall defend WCCC in any action or administrative proceeding commenced pursuant to this Act. The successful Bidder shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The successful Bidder shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner’s grievance procedure, the successful Bidder agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if WCCC incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

WCCC shall, as soon as practicable after a claim has been made against it, give written notice thereof to the successful Bidder along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the successful Bidder every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by WCCC of the services provided by the Contractor pursuant to this Contract will not relieve the successful Bidder of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless WCCC pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the successful Bidder, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the successful Bidder expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the successful Bidder’s obligations assumed in this Agreement, nor shall they be construed to relieve the successful Bidder from any liability, nor preclude WCCC from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Proposer’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Proposer’s Binding Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title of Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Form F: PROPOSAL SHEET FOR THE RFP FOR AUDITING SERVICES

Price for FY 24 Audit Services: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Price for FY 25 Audit Services (optional) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Price for FY 26 Audit Services (optional) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

List below any charges not included in the above price:

List the hourly rate (blended or that may be charged for any supplemental auditing services:

For FY24: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For FY25 (optional): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For FY26 (optional): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I agree that all statements made in this proposal are factual and the proposer will comply with the specifications in this RFP.

Proposal Submitted by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Firm

Please include this form or a like signature page in your submission to the College.

**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. 17:27-1.1 et seq.**

**GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS**

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. l7:27-5.2.

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 re- recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

**Letter of Federal Affirmative Action Plan Approval;**

**Certificate of Employee Information Report; or**

**Employee Information Report Form AA-302 (electronically provided by the Division through the Division’s website at:**

<http://www.state.nj.us/treasury/contract_compliance.>

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq. (July 2022)