

2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.





Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

State of West Virginia **Solicitation Response**

Proc Folder: 1077957

Solicitation Description: Addendum No.4 Audit Services for Unclaimed Property

Proc Type: Central Master Agreement

Solicitation Response Solicitation Closes Version 2022-09-07 13:30 SR 1300 ESR09062200000001192 1

VENDOR

VS0000012965

INNOVATIVE ADVOCATE GROUP INC

Solicitation Number: CRFQ 1300 STO2300000001

Total Bid: 0 **Response Date:** Response Time: 2022-09-07 09:53:03

Comments:

FOR INFORMATION CONTACT THE BUYER

Toby L Welch (304) 558-8802 toby.l.welch@wv.gov

Vendor

FEIN# DATE Signature X

All offers subject to all terms and conditions contained in this solicitation

FORM ID: WV-PRC-SR-001 2020/05 Date Printed: Sep 7, 2022 Page: 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Audit services				0.00

Comm Code	Manufacturer	Specification	Model #	
84111600				

Commodity Line Comments: Please see Exhibit A attached for full pricing details by Innovative Advocate Group.

Extended Description:

Audit/Collection of Property per section 4.1.21 of Specifications. Rate shall not exceed 10.5% Vendor must enter their percentage and affirmation on Exhibit A Pricing Page and return with their bids.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Audit services				0.00

Comm Code	Manufacturer	Specification	Model #	
84111600				

Commodity Line Comments: Please see Exhibit A attached for full pricing details by Innovative Advocate Group.

Extended Description:

Audit / Voluntary Compliance Program per section 4.2.10 of Specifications. Rate shall be flat rate of 9% Vendor must enter their percentage and affirmation on Exhibit A Pricing Page and return with their bids.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Audit services	0.00000	HOUR	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
84111600				

Commodity Line Comments: Please see Exhibit A attached for full pricing details by Innovative Advocate Group.

Extended Description:

Audit /Other Services per section 4.3.1 of Specifications. Rate shall not exceed \$100 per hour. Vendor must enter their hourly rate and affirmation on Exhibit A Pricing Page and return with their bids.

Date Printed: Sep 7, 2022 Page: 2 FORM ID: WV-PRC-SR-001 2020/05



State of West Virginia Department of Administration, Purchasing Division

Solicitation No. CRFQ 1300 STO2300000001 Audit Services for Unclaimed Property

Proposal Prepared for Submission on September 6, 2022

Vendor Information:

Vendor Name: Innovative Advocate Group, Inc.

Contact Name: Kelly D'Emilia

Address: 370 State Highway 35, Suite 201

Red Bank, NJ 07701

Email: kdemilia@innovativeadvocate.com

Telephone: (732) 576-7710



Specializing in Unclaimed Property Examinations

September 6, 2022

State of West Virginia
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

Re: Solicitation No. CRFQ 1300 STO2300000001 - Audit Services for Unclaimed Property

To Whom It May Concern:

On behalf of Innovative Advocate Group, Inc. ("IA Group"), I want to express our appreciation for the opportunity to submit a bid for the aforementioned solicitation and showcase our expertise in providing Unclaimed Property Audit Services. IA Group was contracted with The State of West Virginia ("State") to perform examinations from October 2017 through October 2021. During that time, our teams performed over 85 examinations for the State. We would appreciate the opportunity to renew our contract and continue our relationship going forward. We believe that our methodology, subject matter expertise, and professional qualifications are ideally suited to helping you achieve your examination goals.

IA Group will assist the State with its examinations by identifying new examination targets in untapped industries. Our in-depth knowledge of unclaimed property as it relates to all states, our years of experience across industries, and our extensive data mining capabilities to extract data across the Holders' different financial systems are all factors that make our firm successful. These factors will benefit the State by increasing the volume and the chances of reuniting more property with its rightful owners. Our project management methodology would provide you with visibility of real-time examination status, which results in efficient examinations for your team. We believe that our methodology, subject matter expertise, and professional qualifications are ideally suited with assisting you to achieve your annual examination goals.

We welcome the opportunity to collaborate with you on this critical initiative, and once again demonstrate our priority commitment to the State and its unclaimed property owners. Should you have any questions about our proposal, or if you would like any additional information, please feel free to contact me at (732) 576-7710 or by email at kdemilia@innovativeadvocate.com.

Thank you for your consideration and for allowing us to respond to this solicitation, which we have read in its' entirety along with all corresponding supplemental information. We look forward to discussing our proposed approach with you.

Warm Regards,

Kelly D'Emilia

Gery Denilia

President

Innovative Advocate Group, Inc.



Specializing in Unclaimed Property Examinations

<u>State of West Virginia – Department of Administration, Purchasing Division</u> <u>Solicitation No. CRFQ 1300 STO2300000001 – Audit Services for Unclaimed Property</u>

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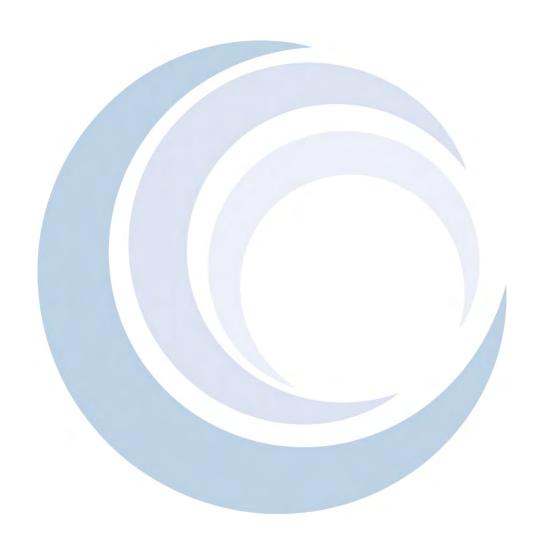
General Terms and Conditions





General Terms and Conditions

Please see attached for IA Group's acknowledgment of the General Terms and Conditions set forth in this solicitation.



GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- **2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
- 2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
- 2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.
- 2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
- **2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
- 2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
- 2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
- **2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- **2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- **2.9. "Vendor"** or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:
☑ Term Contract
Initial Contract Term: The Initial Contract Term will be for a period of ONE YEAR The Initial Contract Term becomes effective on the effective start
date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.
Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to FOUR (4) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)
Alternate Renewal Term – This contract may be renewed for successive year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)
Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.
Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed withindays.
Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:
the contract will continue for years;

Revised 07/01/2022

year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).
One-Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.
Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as), and continues until the project for which the vendor is providing oversight is complete.
Other: Contract Term specified in
4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.
5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.
Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
One-Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.
7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:
BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.
LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.
In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.
MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendo shall furnish proof of the following licenses, certifications, and/or permits upon request and in form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:	
Commercial General Liability Insurance in at least an amount of: One Million Do occurrence.	ollars per
Automobile Liability Insurance in at least an amount of: One Million Dollars poccurrence.	er
Professional/Malpractice/Errors and Omission Insurance in at least an amount One Million Dollars per occurrence. Notwithstanding the forgoing, Vendor's are not to list the State as an additional insured for this type of policy.	
Commercial Crime and Third Party Fidelity Insurance in an amount of: per occurrence.	
Cyber Liability Insurance in an amount of: One Million Dollars poccurrence.	er
Builders Risk Insurance in an amount equal to 100% of the amount of the	
Contract.	
Pollution Insurance in an amount of: per occurrence.	
Aircraft Liability in an amount of: per occurrence.	

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay iquidated damages in the amount specified below or as described in the specifications:				
	for			
Liquidated Dam	nages Contained in the Specifications.			
☑ Liquidated Dam	nages Are Not Included in this Contract.			

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall

- 12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.
- 13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.
- 14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.
- 15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)
- 16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

- 17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
- 18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
- 19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.
- **20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.
- 21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.
- 22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
 - **SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.
- 23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

- 24. MODIFICATIONS: This writing is the parties' final expression of intent.

 Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- 25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.
- 28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- **29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/default.html.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.
- **38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports
may include, but are not limited to, quantities purchased, agencies utilizing the contract, total
contract expenditures by agency, etc.

- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.
- **40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

- 41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
 - a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
 - b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
 - c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 - 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 - 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel Revised 07/01/2022

products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

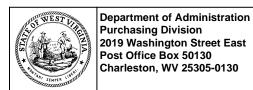
- 43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.
- **44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.
- 45. VOID CONTRACT CLAUSES This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.
- **46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title) <u>Recy Venulia</u> , <u>President</u>
(Printed Name and Title) Kelly D'Emilia, President
(Address) 370 State Highway 35, Suite 201, Red Bank, NJ 07701
(Phone Number) / (Fax Number) P (732) 576-7710 F (732) 898-0711
(email address) kdemilia@innovativeadvocate.com
CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration. By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract
clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity
entering into this contract is prohibited from engaging in a boycott against Israel.
Innovative Advocate Group, Inc.
(Company) Keey Venilia
(Authorized Signature) (Representative Name, Title) Kelly D'Emilia, President
(Printed Name and Title of Authorized Representative) (Date) P (732) 576-7710; F (732) 898-0711
(Phone Number) (Fax Number) kdemilia@innovativeadvocate.com

Revised 07/01/2022

(Email Address)



State of West Virginia **Centralized Request for Quote** Consulting

Proc Folder:	1077957		Reason for Modification:
Doc Description	: Audit Services for Unclai	med Property	
Proc Type:	Central Master Agreeme	nt	
Date Issued	Solicitation Closes	Solicitation No	Version
2022-08-02	2022-08-17 13:30	CRFQ 1300 STO2300000001	1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION 2019 WASHINGTON ST E

CHARLESTON WV 25305

US

VENDOR

Vendor Customer Code: VS0000012965

Vendor Name: Innovative Advocate Group, Inc.

Address:

Street: 370 State Highway 35, Suite 201

City: Red Bank

Country: USA **Zip**: 07701 State: NJ

Principal Contact: Kelly D'Emilia, President

Vendor Contact Phone: (732) 576-7710 Extension: 11

FOR INFORMATION CONTACT THE BUYER

Toby L Welch (304) 558-8802 toby.l.welch@wv.gov

Vendor Signature X

Geer Venilia **DATE** 09/06/2022 **FEIN#** 47-1193562

All offers subject to all terms and conditions contained in this solicitation

FORM ID: WV-PRC-CRFQ-002 2020/05 Date Printed: Aug 2, 2022 Page: 1

ADDITIONAL INFORMATION

Request for Quotation:

The West Virginia Purchasing Division is soliciting bids on behalf of the State Treasurer's Office to establish an open-end contract for professional Auditing Services to provide examinations of unclaimed property holder's records. This contract may be awarded to multiple vendors based on the responses deemed to be best qualified to provide the requested services at a fair and reasonable price as explained further per the bid requirements, specifications and terms and conditions as attached hereto.

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE	
CHARLESTON US	WV	CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Audit services				

Comm Code	Manufacturer	Specification	Model #	
84111600				

Extended Description:

Audit/Collection of Property per section 4.1.21 of Specifications. Rate shall not exceed 10% Vendor must enter their percentage and affirmation on Exhibit A Pricing Page and return with their bids.

INVOICE TO :		SHIP TO
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE
CHARLESTON US	WV	CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Audit services				

Comm Code	Manufacturer	Specification	Model #	
84111600				

Extended Description:

Audit / Voluntary Compliance Program per section 4.2.10 of Specifications. Rate shall be flat rate of 9% Vendor must enter their percentage and affirmation on Exhibit A Pricing Page and return with their bids.

INVOICE TO		SHIP TO
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE
CHARLESTON US	WV	CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Audit services	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
84111600			

Extended Description:

Audit /Other Services per section 4.3.1 of Specifications. Rate shall not exceed \$100 per hour. Vendor must enter their hourly rate and affirmation on Exhibit A Pricing Page and return with their bids.

SCHEDULE OF EVENTS

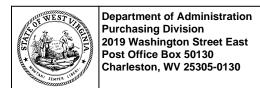
<u>Line</u>	<u>Event</u>	Event Date
1	Questions are due by 4:00 p.m.	2022-08-10

 Date Printed:
 Aug 2, 2022
 Page: 3
 FORM ID: WV-PRC-CRFQ-002 2020/05

	Document Phase	Document Description	Page 4
STO230000001		Audit Services for Unclaimed Property	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



State of West Virginia **Centralized Request for Quote** Consulting

Proc Folder: 1077957

Doc Description: Addendum No.1 Audit Services for Unclaimed Property

Reason for Modification:

Addendum No. 1 is issued to

move the bid opening date

Proc Type: Central Master Agreement

Version Date Issued Solicitation Closes Solicitation No 2022-08-31 13:30 CRFQ 2 2022-08-11

1300 STO230000001

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Customer Code: VS0000012965

Vendor Name: Innovative Advocate Group, Inc.

Address:

Street: 370 State Highway 35, Suite 201

City: Red Bank

Country: USA **Zip**: 07701 State: NJ

Principal Contact: Kelly D'Emilia, President

Vendor Contact Phone: (732) 576-7710 Extension: 11

FOR INFORMATION CONTACT THE BUYER

Toby L Welch (304) 558-8802 toby.l.welch@wv.gov

Vendor Signature X

Geen Denilia **FEIN#** 47-1193562 **DATE** 09/06/2022

All offers subject to all terms and conditions contained in this solicitation

FORM ID: WV-PRC-CRFQ-002 2020/05 Date Printed: Aug 11, 2022 Page: 1

ADDITIONAL INFORMATION

Addendum No. 1 is issued for the following reasons:

1) To move the bid opening date from 08/17/2022 to 08/31/2022.

---no other changes---

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE	
CHARLESTON US	WV	CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Audit services				

Comm Code	Manufacturer	Specification	Model #
84111600			

Extended Description:

Audit/Collection of Property per section 4.1.21 of Specifications. Rate shall not exceed 10% Vendor must enter their percentage and affirmation on Exhibit A Pricing Page and return with their bids.

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE	
CHARLESTON US	WV	CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Audit services				

Comm Code	Manufacturer	Specification	Model #	
84111600				

Extended Description:

Audit / Voluntary Compliance Program per section 4.2.10 of Specifications. Rate shall be flat rate of 9% Vendor must enter their percentage and affirmation on Exhibit A Pricing Page and return with their bids.

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE	
CHARLESTON US	WV	CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Audit services	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #	
84111600				

Extended Description:

Audit /Other Services per section 4.3.1 of Specifications. Rate shall not exceed \$100 per hour. Vendor must enter their hourly rate and affirmation on Exhibit A Pricing Page and return with their bids.

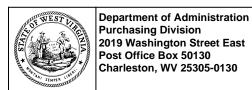
SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	Event Date
1	Questions are due by 4:00 p.m.	2022-08-10

	Document Phase	Document Description	Page 4
STO230000001	Final	Addendum No.1 Audit Services for Unclaimed Property	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



State of West Virginia **Centralized Request for Quote** Consulting

Proc Folder: 1077957

Doc Description: Addendum No.2 Audit Services for Unclaimed Property

Reason for Modification:

Addendum No. 2 is issued to publish a copy of questions with the responses and to publish a revised See Page 2 for

complete info

Proc Type: Central Master Agreement

Version Date Issued Solicitation Closes Solicitation No

2022-08-31 13:30 CRFQ 1300 STO230000001 3 2022-08-15

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON WV 25305

US

VENDOR

Vendor Customer Code: VS0000012965

Vendor Name: Innovative Advocate Group, Inc.

Address:

Street: 370 State Highway 35, Suite 201

City: Red Bank

Country: USA **Zip**: 07701 State: NJ

Principal Contact: Kelly D'Emilia, President

Vendor Contact Phone: (732) 576-7710 Extension: 11

FOR INFORMATION CONTACT THE BUYER

Toby L Welch (304) 558-8802 toby.l.welch@wv.gov

Vendor Signature X

Beer Denilia, **DATE** 09/06/2022 FEIN# 47-1193562

All offers subject to all terms and conditions contained in this solicitation

FORM ID: WV-PRC-CRFQ-002 2020/05 Date Printed: Aug 15, 2022 Page: 1

Reason for Modification:

Addendum No. 2 is issued to publish a copy of questions with the responses and to publish a revised Exhibit A Pricing Page

ADDITIONAL INFORMATION

Addendum No. 2 is issued for the following reasons:

- 1) To publish a copy of the vendor questions with responses
- 2) To publish a revised Exhibit A Pricing page

As per attached documentation.

---no other changes---

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE	
CHARLESTON US	WV	CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Audit services				

Comm Code	Manufacturer	Specification	Model #
84111600			

Extended Description:

Audit/Collection of Property per section 4.1.21 of Specifications. Rate shall not exceed 10% Vendor must enter their percentage and affirmation on Exhibit A Pricing Page and return with their bids.

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE	
CHARLESTON US	WV	CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Audit services				

Comm Code	Manufacturer	Specification	Model #	
84111600				

Extended Description:

Audit / Voluntary Compliance Program per section 4.2.10 of Specifications. Rate shall be flat rate of 9% Vendor must enter their percentage and affirmation on Exhibit A Pricing Page and return with their bids.

INVOICE TO		SHIP TO
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE
CHARLESTON US	WV	CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Audit services	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
84111600			

Extended Description:

Audit /Other Services per section 4.3.1 of Specifications. Rate shall not exceed \$100 per hour. Vendor must enter their hourly rate and affirmation on Exhibit A Pricing Page and return with their bids.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	Event Date
1	Questions are due by 4:00 p.m.	2022-08-10

	Document Phase	Document Description	Page 4
STO230000001	Final	Addendum No.2 Audit Services for Unclaimed Property	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



Department of Administration **Purchasing Division** 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

State of West Virginia Centralized Request for Quote Consulting

STO2300000001

Proc Folder: 1077957

Doc Description: Addendum No.3 Audit Services for Unclaimed Property

Reason for Modification:

Addendum No 3 is issued to modify the bid opening date and publish a revised pricing sheet

Proc Type:

Central Master Agreement

13:30

Solicitation Closes Version **Date Issued Solicitation No** 2022-09-07 CRFQ 1300

Zip: 07701

BID RECEIVING LOCATION

BID CLERK

2022-08-23

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Customer Code: VS0000012965

Vendor Name:

Innovative Advocate Group, Inc.

Address:

Street: 370 State Highway 35, Suite 201

City: Red Bank

State: NJ

Principal Contact: Kelly D'Emilia, President

Vendor Contact Phone: (732) 576-7710 Extension: 11

FOR INFORMATION CONTACT THE BUYER

Toby L Welch (304) 558-8802 toby.l.welch@wv.gov

Signature X Plee

FEIN# 47-1193562

DATE 09/06/2022

All offers subject to all terms and conditions contained in this solicitation

Date Printed: Aug 23, 2022

Page: 1

Country: USA

FORM ID: WV-PRC-CRFQ-002 2020/05

ADDITIONAL INFORMATION

Addendum No. 3 is issued for the following reasons:

- 1) To revise the bid opening date from 8/31/22 to 9/7/22
- 2) To publish a revised Exhibit A Pricing page
- 3) To publish a modifications to the specifications Section 4.1.21 (Fees)

As per attached documentation.

---no other changes---

INVOICE TO		SHIP TO		
WEST VIRGINIA STATE TREASURERS OFFICE		WEST VIRGINIA TREASURERS O	–	
322 70TH ST SE		322 70TH ST SE		
CHARLESTON US	wv	CHARLESTON US	WV	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Audit services				<u></u>

Comm Code	Manufacturer	Specification	Model #	
84111600				

Extended Description:

Audit/Collection of Property per section 4.1.21 of Specifications. Rate shall not exceed 10% Vendor must enter their percentage and affirmation on Exhibit A Pricing Page and return with their bids.

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE		WEST VIRGINIA STATE	
TREASURERS OFFICE		TREASURERS OFFICE	
322 70TH ST SE		322 70TH ST SE	
CHARLESTON	wv	CHARLESTON WV	
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Audit services				

Comm Code	Manufacturer	Specification	Model #	
84111600				

Extended Description:

Audit / Voluntary Compliance Program per section 4.2.10 of Specifications. Rate shall be flat rate of 9% Vendor must enter their percentage and affirmation on Exhibit A Pricing Page and return with their bids.

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE	
CHARLESTON US	WV	CHARLESTON US	WV

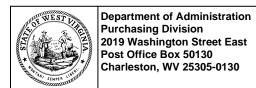
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Audit services	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #	
84111600				

Extended Description:

Audit /Other Services per section 4.3.1 of Specifications. Rate shall not exceed \$100 per hour. Vendor must enter their hourly rate and affirmation on Exhibit A Pricing Page and return with their bids.

SCHEDUL	E OF EVENTS	
Line	<u>Event</u>	Event Date
1	Questions are due by 4:00 p.m.	2022-08-10



State of West Virginia Centralized Request for Quote Consulting

Proc Folder: 1077957

Doc Description: Addendum No.4 Audit Services for Unclaimed Property

Reason for Modification:

Addendum No 4 is issued to

correct an error

Proc Type: Central Master Agreement

 Date Issued
 Solicitation Closes
 Solicitation No
 Version

 2022-08-30
 2022-09-07
 13:30
 CRFQ
 1300
 STO2300000001
 5

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON WV 25305

US

VENDOR

Vendor Customer Code: VS0000012965

Vendor Name: Innovative Advocate Group, Inc.

Address:

Street: 370 State Highway 35, Suite 201

City: Red Bank

State: NJ Country: USA Zip: 07701

Principal Contact: Kelly D'Emilia, President

Vendor Contact Phone: (732) 576-7710 Extension: 11

FOR INFORMATION CONTACT THE BUYER

Toby L Welch (304) 558-8802 toby.l.welch@wv.gov

Vendor Signature X

FEIN# 47-1193562

DATE 09/06/2022

All offers subject to all terms and conditions contained in this solicitation

Geer Denilia

 Date Printed:
 Aug 30, 2022
 Page: 1
 FORM ID: WV-PRC-CRFQ-002 2020/05

ADDITIONAL INFORMATION

Addendum No. 4 is issued for the following reasons:

- 1) To correct an error from Addendum No. 3
- 2) To publish a revised Exhibit A Pricing page
- 3) To publish a modifications to the specifications Section 4.1.21 (Fees)

As per attached documentation.

---no other changes---

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE	
CHARLESTON US	WV	CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Audit services				

Comm Code	Manufacturer	Specification	Model #	
84111600				

Extended Description:

Audit/Collection of Property per section 4.1.21 of Specifications. Rate shall not exceed 10.5% Vendor must enter their percentage and affirmation on Exhibit A Pricing Page and return with their bids.

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE	
CHARLESTON US	WV	CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Audit services				

Comm Code	Manufacturer	Specification	Model #	
84111600				

Extended Description:

Audit / Voluntary Compliance Program per section 4.2.10 of Specifications. Rate shall be flat rate of 9% Vendor must enter their percentage and affirmation on Exhibit A Pricing Page and return with their bids.

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE	
CHARLESTON US	WV	CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Audit services	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #	
84111600				

Extended Description:

Audit /Other Services per section 4.3.1 of Specifications. Rate shall not exceed \$100 per hour. Vendor must enter their hourly rate and affirmation on Exhibit A Pricing Page and return with their bids.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	Event Date
1	Questions are due by 4:00 p.m.	2022-08-10

Date Printed: Aug 30, 2022 Page: 3 FORM ID: WV-PRC-CRFQ-002 2020/05

	Document Phase	Document Description	Page 4
STO2300000001	Final	Addendum No.4 Audit Services for Unclaimed Property	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ STO230000001

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

[X]	Addendum No. 1	[]	Addendum No. 6
[X]	Addendum No. 2	[]	Addendum No. 7
[X]	Addendum No. 3	[]	Addendum No. 8
[X]	Addendum No. 4	[]	Addendum No. 9
ſĵ	Addendum No. 5	Γ	1	Addendum No. 10

Addendum Numbers Received:

(Check the box next to each addendum received)

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Innovative	e Advocate Group, Inc.
	Company
-	Leen Demilia, Authorized Signature
	09/06/2022
	Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.



Section 3:





3.1 Knowledge

Vendor shall have sufficient knowledge of the *West Virginia Unclaimed Property Act* (the "Act"), set forth in <u>W.Va. Code §36-8-1</u>, et seq., court rulings regarding the Act, and its regulations. Vendor must comply with the Act and correctly apply the law to the Holder examination.

IA Group has an in-house Legal Counsel on staff (Robert D'Emilia). Robert has an extensive background with significant experience in unclaimed property laws and litigation. Robert's resume is included with the staff resumes which can be found in the "Additional Documents" section.





3.2 Organization

Vendor must be of sufficient size and organization to provide the Services required by the STO. Provide an organizational chart identifying key staff members who will be providing the audit services required by this RFQ. Describe Vendor, discussing organizational structure size, ownership, number of employees, location of offices, experience and Vendor's ability, capacity, data processing capabilities, and qualifications for performing the services contemplated by this RFQ.

IA Group is a stand-alone Company with no subsidiaries or affiliates. The Company is a New Jersey Certified Woman-Owned Business and is located in Red Bank, NJ. The Company is 100% owned by Kelly D'Emilia, President of IA Group. Since the Company's inception in 2013, IA Group has expanded the number of employees, project workload, and clients by over 200%. IA Group is in contract with 19 States, conducting over 100 unclaimed property examinations of Holders across numerous industries.

IA Group's team currently consists of 23 employees. Included in the "Additional Documents" section is IA Group's Organizational Chart, which defines the Company's Organizational Structure.

The staff classification for IA Group is categorized as follows:

<u>President (1)</u>: Participates in all exams, maintains direct relationships with holders and State administrators, ensures compliance of policies and procedures, drives audit schedule and compliance, and signs off on all document review and calculations.

<u>Director (1)</u>: Participates in all exams (serves as lead client contact), works closely with management to continue business development, manages and oversees multi-state examinations to confirm best practices for the firm, monitors unclaimed property legislation, compliance and current technical developments.

<u>Manager (2)</u>: Participates in all exams (serves as lead on holder engagements), oversees and manages unclaimed property examinations (data requests and analysis, deliverables, Holder communications, policies and procedures, etc.), develops client workplans associated with project deliverables, monitors unclaimed property legislation, compliance and current technical developments.

<u>Legal Counsel (1)</u>: Participates as needed; consultation and advice regarding general legal and corporate matters, contract review and compliance, human resource and employment counseling, consultation and advise AUP matters, review of Non-Disclosure Agreements.



3.2 Organization (continued)

Controller (1): Responsible for high-level and managerial accounting for the company.

<u>Chief Technology Officer (1)</u>: Maintains website and server, responsible for employee computer assistance, ensures internal and network security.

<u>Data Scientist II (1):</u> Participates as needed; converts documentation to standard file formats, assists in ERP forensics, develops the statistical methodology and templates, prepares data population for statistical sample.

<u>Senior Associate (3)</u>: Each Senior Associate participates in approximately 50% of exams, oversees and manages examinations, prepares and reviews exam workpapers, drives exam schedule, quality and compliance, facilitates communication with Holders and clients, monitors current legislation compliance and technical developments.

<u>Associate (6)</u>: Each Associate participates in approximately 25% of exams, catalogs and reviews holder's documentation, facilitates regular communication with Holders for status updates, analyzes data uploads, deliverables, Holder correspondence, policies and procedures, schedules and participates in recurring meetings and conference calls.

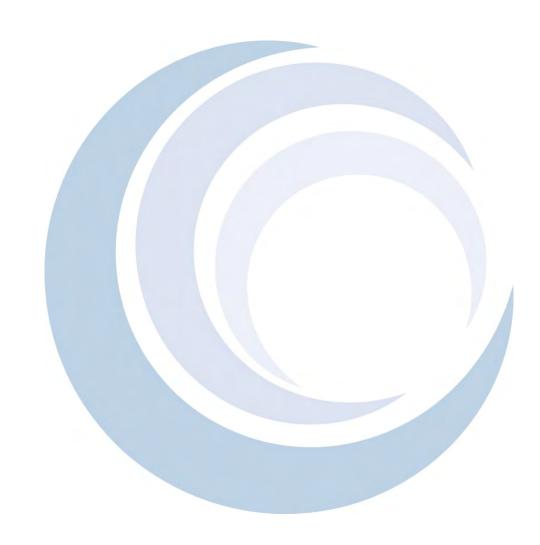


3.3 Location

Vendor must be authorized to conduct business in the state of West Virginia. Vendor must store, process, and maintain data for the State, or a third-party under audit, within the continental United States always.

IA Group's headquarters are located at:

370 State Highway 35, Suite 201 Red Bank, NJ 07701





3.4 Quality Control Review

The Vendor must have favorable quality control reviews for its work if requested by the STO. The Vendor's external quality control review contents should provide either a positive or a non-negative review of the Vendor.

IA Group attests to adhere to this request set forth by the STO.





3.5 Internal Controls, Security and Technology

- **3.5.1** A. Vendor must use a secure transfer method to collect audit data.
 - o SFTP/FTPS (secure file transfer over TLS 1.2 or higher or secure file transfer over SSH).
 - o Secure Web Transfer using HTTPS with TLS 1.2 or higher.
 - B. Vendor must have data-at-rest encryption for transferred data.
 - For cloud storage vendors, link their compliance information for dataat-rest encryption of blob/object storage.
 - o For on-premises storage, provide information on the data-at-rest encryption technology implemented.
 - C. Vendor must use a "least privileged" access model.
 - o Only auditors working on the audit have access to the data.
 - o Administrative access or permission changes are logged.
- 3.5.2 Vendor must ensure that any data communications whether remote or internal, with the state or with an entity under audit, must be secured using a minimum of TLS vl.2. Any required cipher suites, protocols or encryption technology that has been publicly exploited (published CVE) must be immediately remediated upon discovery, including any aforementioned minimum-security requirements.
- **3.5.3** Vendor must not require the usage of Java, Silverlight, Adobe Flash, Active X Controls or any additional third-party plugins from the state or any third-party entity under audit.
- **3.5.4** Vendor must export and return data to the state in a commonly used format at no additional cost to the state.
- **3.5.6** Vendor must provide American Institute of Certified Public Accountants (AICPA) SOC-I, Type 2; or SOC 2, Type 2; or ISO 27001:2013 Certification from an ANSI accredited certification body; or CSTAR Level 2 State RAMP Moderate Certification annually to the state with bridge letters to provide assurance that controls are operating during any intervening periods. The SOC-1, Type 2 report should cover all the requirements listed in AICPA's Statement on Standards for Attestation Engagements No. 18 (SSAE No. 18).
- IA Group's response to this section is readily available in a separate confidential file, and will be submitted to the State upon potential award notification.



3.6 References

The Vendor must have satisfactory references. Please provide the names of at least three (3) references from governmental agencies which administer unclaimed property programs for which the Vendor performed unclaimed property audits in the past five (5) years. The references must show that the Vendor has previously conducted unclaimed property audits in a competent and professional manner or must otherwise demonstrate the ability of the Vendor to perform the Services specified in this RFQ. The STO reserves the right to contact any person or entity it believes prudent and to inquire about Vendor.

The following is a listing of viable references for IA Group:

State of Arizona (Under Contract with IA Group since 2015)

State of Arizona Department of Revenue

P.O. Box 2906, Phoenix, AZ 85038

Contact: Will Nagel

Telephone Number: (602)716-6033; Email: wnagel@azdor.gov

Services Provided: Examination and identification of abandoned property from Holders that are

subject to report and deliver said property under the Arizona Abandoned Property Law.

State of Delaware (Under Contract with IA Group since 2013)

Delaware Division of Revenue Bureau of Unclaimed Property

820 North French Street, Wilmington, Delaware 19801

Contact: Brian Wishnow

Telephone Number: (302) 577-8766; Email: Brian.Wishnow@delaware.gov

<u>Services Provided</u>: Examination and identification of abandoned property from Holders that are subject to report and deliver said property under the Delaware Abandoned Property Law.

State of Massachusetts (Under Contract with IA Group since 2014)

State of Massachusetts Unclaimed Property Division

1 Ashburton Place, 12th floor, Boston, Massachusetts 02108

Contact: Judy Franchi

Telephone Number: (617) 367-9333; Email: judy.franchi@state.am.us

<u>Services Provided</u>: Examination and identification of abandoned property from Holders that are subject to report and deliver said property under the Massachusetts Abandoned Property Law.



3.7 Experience

Vendor must have at least five (5) years experience in providing unclaimed property multistate audit services for state governments. Please describe Vendor's experience, including years of providing audit services, average number of engagements per year, the nature of Vendor's current customers, and the types of industries in which it has auditing experience.

IA Group has been providing Unclaimed Property Examination Services for over 9 years across various industries. Additionally, the President and Director of IA Group have over 25 years of combined experience with Unclaimed Property Examinations. Included with the President's level of experience is working at Price Waterhouse Coopers ("PWC"), the world's largest accounting firm. During her tenure at PWC, she served as the Metro New York leader of the company's unclaimed property and AUP practice.

IA Group provides unclaimed property services for 19 states including Arizona, Delaware, Florida, Kentucky, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Hampshire, New Jersey, North Carolina, North Dakota, Ohio, Pennsylvania, Tennessee, Texas, Utah, and Washington.

Since IA Group opened its' doors in 2013, the Company has extended and renewed 14 contracts. No contracts have ever been terminated early for cause by either party of the contract.



3.8 Standards

Vendor must comply with the professional standards required by the American Institute of Certified Public Accountants (AICPA). The audit and identification of unclaimed property from the records of Holders, the processing of records and the demands for payment of the property to the STO shall be made in accordance with the Act, Generally Accepted Accounting Principles (GAAP) and Generally Accepted Auditing Standards (GAAS) to the extent applicable to unclaimed property audits. Vendor shall adhere to neutral, unbiased accounting and financial reporting standards based on the core value of independence as outlined by the Governmental Accounting Standards Board (GASB).

IA Group attests to be compliant with all professional standards aforementioned above.





3.9 Staff Qualifications

3.9.1 Experienced Staff: Vendor must provide experienced staff. All personnel assigned to examinations for the STO must have at least five (5) years of auditing experience in unclaimed property auditing. Vendor must maintain a full-time, licensed attorney on staff or on retainer. Include the names and contact information of the specific staff to be assigned to the STO contract and a resume for each staff member listed.

IA Group currently has 23 employees including an internal counsel and a data scientist who are dedicated to unclaimed property recovery services. Resumes of all IA Group team members who will be engaged in any work upon award of this contract are included within the "Additional Documents" section.

3.9.2 Partner & **Supervisory Qualifications:** Vendor must identify all principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists who would be assigned to the audit engagements. They must have a minimum of five (5) years experience in conducting multi-state unclaimed property compliance audits.

The following are key person(s) who will take the most active role(s) in the administration and management of any contract resulting from this RFP:

Kelly D'Emilia, President: Kelly D'Emilia, owner and President of Innovative Advocate Group, Inc. ("IA Group"), is an industry expert with more than 20 years of experience with abandoned and unclaimed property ("AUP"). She is the former State and Local Abandoned and Unclaimed Property ("AUP") practice leader at PriceWaterhouseCoopers, the largest accounting firm in the world Kelly established IA Group in 2013 as a woman-owned business with the goal of distinguishing the company from other providers. IA Group specializes in project management, data acquisition and validation skills, and possesses an in-depth understanding of dormancy rules, as well as industry specific issues and occurrences (e.g., decentralization of processes, mergers and acquisitions). Kelly's extensive experience includes, but is not limited to, the oil and gas, entertainment, construction, food service, private equity, financial service and retail industries. Throughout her career Kelly has been instrumental in assisting companies with various AUP issues such as voluntarily disclosing historical unclaimed liability and audit defense proceedings for various states, as well as developing companies' policies and procedures in response to Sarbanes/Oxley requirements. Kelly's reputation has led her to be a valued speaker at regional Lorman Education seminars, COST seminars, UPPO (Unclaimed Property Professional Organization), and Tax Executive Institute, among others. Additionally, Kelly has served as a key sponsor for NAUPA (National Association of Unclaimed Property Administrators).



3.9 Staff Qualifications (continued)

Eric Burke, Director: Eric Burke serves as Director of the IA Group management team for unclaimed property examinations. He holds a Bachelor of Science (Accounting) and MBA from Monmouth University. Eric joined IA Group in 2014 and previously worked in the Assurance service line of Ernst & Young, where he analyzed reporting for both public and non-public companies. His project management skills and prior experience in unclaimed property make him a vital asset to the team.

Tory Manfre, Manager: Tory Manfre graduated from Monmouth University where he earned his Bachelor's degree in Accounting. Tory currently serves as IA Group's Manager and participates in Unclaimed Property examinations. Tory continues to be an integral part in the development of our training programs for new associates and employees. Tory is a unique employee as he began his career with Innovative Advocate Group and worked his way up through the ranks excelling at each position he has held. His experiences have helped him to develop an in depth knowledge of Unclaimed Property examinations making him an important member of the Innovative Advocate Group team.

Suzanne Tardy, Manager: Suzanne Tardy joined IA Group as an Associate with a public and financial accounting background. Suzanne graduated from Rutgers University with a B.S. degree in Accounting. She began her career with Friedman, LLP, a mid-sized public accounting firm in New York City. Known for her high level of efficiency and productivity, she quickly rose to senior level accountant where she was responsible for all phases of audits, as well as the preparation of personal, partnership and corporate tax returns. From there, Suzanne transitioned to private accounting where she was employed as a manager at Tumi, Inc., a manufacturer, wholesaler, and retailer of luggage and accessories. She was responsible for the financial reporting, annual budgeting, sales analysis, balance sheet account reconciliations, and operating expense analysis for their U.S. parent company as well as their German subsidiary. Suzanne has over 15 years of experience in accounting and financial related duties. She has been with IA Group for over 6 years and is responsible for overseeing staff, staff development and training; as well as driving the audit schedule and compliance procedure process.

Robert D'Emilia, Legal Counsel – Robert D'Emilia serves as the In-house counsel for IA Group. He assists in the preparation and review of administrative documents including Contracts, Non-Disclosure, Confidentiality Agreements, and RFP reviews, consultation and advice regarding AUP matters, general legal and corporate matters, contract review and compliance, human resource and employment counseling, Robert is Admitted to Practice in the State of New York, State of New Jersey, and the Commonwealth of Pennsylvania.



3.9 Staff Qualifications (continued)

Brian Lazar, Controller: Brian Lazar graduated from the University of Delaware with a Bachelor's degree in accounting. As IA Group's Controller, Brian is responsible for high-level accounting and managerial accounting with the company. Additionally, Brian oversees financial reporting and performs essential duties related to payroll. With over 15 years of private and public accounting experience, Brian is well equipped to run day-to-day accounting operations for the overall health of the company.

Christopher Torre, Chief Technology Officer: Christopher is responsible for the development and management of the company's IT strategy for effectively utilizing technological resources and ensuring they are used efficiently and securely. He also drives innovation and strategy while providing technical leadership for all aspects of the business. Christopher possesses more than 30 years of technology expertise in Network Engineering and design, virtualization, cybersecurity, telecommunications, infrastructure and application support, and disaster recovery systems and processes. Christopher's professional career includes extensive experience as a Network Systems Engineer, Technical Architect, and Network Analyst for leading communication firms such as AT&T. Additionally, he has specialized in router technology, routing protocols and data network infrastructures, data storage, and retention.

Stefan Cox, Data Scientist II: Stefan is the Data Scientist for IA Group, and has been employed with the company since 2017. He graduated from The University of Tampa with dual Bachelor of Science degrees in Mathematical Programming and Finance. Stefan is responsible for the big data obtained in document requests which includes cleaning, querying, and analyzing. He manages the company's external data model which includes processes such as update and maintenance of components. He communicates with management to determine data analysis needs and in turn, responds and provides insights and solutions. He is also responsible for the sampling of data created in our business systems which have a significant impact on the reportable amounts of unclaimed property.

In addition, there are 3 Senior Associates on staff that IA Group classifies as key personnel. The Senior Associates participate in all aspects of the exams performed by IA Group. Their level of experience with unclaimed property audits is as follows:

Anthony Bonfiglio - 29 years

Cathleen Coleman - 7 years

Ryan Coleman – 4 years



3.9 Staff Qualifications (continued)

3.9.3 Continuation of Quality Staff: Vendor shall provide quality of staff over the term of the contract and ensure that any new or additional staff members have the same qualifications, training and experience as the staff members Vendor provided in its bid to this RFQ. Vendor shall inform the STO in writing of any personnel or staff changes that would affect the Services provided to the STO.

IA Group attests to this requirement set forth by the STO.

3.9.4 Subcontractors: Vendor must disclose any potential subcontractor in its bid to this RFQ. In the event Vendor proposes providing the required Services through a subcontractor, the bid must include the name, address, contact information, experience and staff qualifications of the potential subcontractor. Any proposed subcontractor must meet the same mandatory requirements to provide the Services in this RFQ prior to entering into any agreement with Vendor. A bid that includes Services provided by a Subcontractor is not considered a joint bid. The STO will consider Vendor to be the sole point of regarding all contractual matters. Vendor is solely responsible and liable for payment of all financial matters in connection with its employees, contractors and subcontractors. The State reserves the right to review and approve all subcontractors, review services conducted by subcontractors, and refuse payment on projects where subcontractors are used without foreknowledge or approval by the STO.

IA Group does not currently hire any subcontractors.



Section 4:





Section 4: Mandatory Requirements

- **4.1 Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.
- **4.1.1 Specific Work Plan -Audits:** For each planned audit, Vendor must set forth a work plan for the audit, including an explanation for the methodology to be followed and any specialized methodologies to be used by Vendor. The scope of the audit is to ensure that the Holders are in compliance with the Act. This work plan must be communicated with the Holder prior to the beginning of the audit. The STO reserves the right to provide Vendor with Audit Guidelines governing activities for conducting these audits under the Act.
- **4.1.2 Audits Examinations:** Vendor shall conduct audit examinations of holders as required by the STO. Audits shall be conducted offsite virtually through electronic means. However, audits may be conducted onsite in-person if technical limitations exist which the audit vendor finds to make an offsite examination impracticable. Vendor shall undertake to identify and collect all types of unclaimed property from Holders that have never reported, have been improperly reported or are presumed to potentially have in their possession unclaimed property that is subject to report and delivery under the Act and within scope of the audit. It shall be the Vendor's responsibility to review the records of such Holders to determine if all property within the scope of the audit has been reported and remitted to the state. The property shall be reported and remitted to the state for owners with a last known address in West Virginia, or in the absence of records of owner names, where the Holder is domiciled in West Virginia. The *West Virginia Property Type Codes Table* with applicable abandonment periods is attached as **Exhibit B.**
- **4.1.3 Requesting Multi-State Audit Examinations:** Prior to the commencement of any audit, Vendor shall draft and submit electronically, to the Unclaimed Property Compliance Director, a request for audit. The request for audit should include the following information, if available. Additional information may be requested by the STO. Failure to provide sufficient information may result in the rejection of the audit.
- 4.1.3.1 All invited and participating states.
- 4.1.3.2 All Holders, including all subsidiaries or affiliated holders and the parent company, included in the scope of the audit, identified by both FEIN and Legal Name and any name they are doing business under.
- 4.1.3.3 Time period of records to be examined based upon the cutoff date. The cutoff date is defined by the property's last activity date.
- 4.1.3.4 Explanation of factors qualifying the Holder for audit.



4.1.3.5 Specific scope of types of records and/or transactions to be audited, including but not limited to:

- A. Type of audit, as defined as, but not limited to:
- General ledger audit Includes property other than securities. Vendor cannot classify an audit
 that includes a book review of securities as a general ledger audit. An audit that includes forms of
 ownership other than securities may still qualify as a general ledger audit, OR
- Securities audit- Includes only securities, OR
- 3. Full scope audit-includes all possible property types, OR
- 4. Virtual currency audit.
- **B.** Parent company's date of formation and date of incorporation.
- C. Holder's state of incorporation and principal place of business.
- **D.** Indication of whether the holder currently or at any time previously has been located in, doing business in, or has been incorporated in West Virginia.
 - **4.1.4** The STO may request Vendor conduct a West Virginia state specific audit of an entity or evaluate if a multistate audit is beneficial. The audit examination process and procedures will be consistent with multistate audit authorizations.
 - **4.1.5 Audit Authorization:** Prior to commencing an audit, Vendor must obtain written approval in the form of a standardized Authorization Letter approved by the STO, on STO letterhead. The STO has the final and sole authority to determine who, if anyone, will conduct an examination of Holders. All unclaimed property funds or securities submitted by Vendor or the Holder pursuant to an examination conducted without an Authorization Letter from the STO shall be received by the STO without compensation to Vendor. The STO will advise Vendor of a rejected audit examination request within 60 days of the initial request.

The STO reserves the right to require the Audit Guidelines described in Section 4.1. l be included as an attachment with the Authorization Letter.

4.1.6 Multi-state Audit Authorizations: In the event of multi-state audits, Vendor will request and receive approval from all participating states prior to initiation of the audit. The authorization letters will be sent together in a single batch to serve as notice to the Holder of the initiation of the multi-state audit and of all participating states.



4.1.7 Authority: The Vendor shall act within the scope of authority granted to it by the STO. STO approval is required for the use of statistical sampling, projection, and estimation in the absence of Holder records. Written STO approval must be obtained prior to estimation being undertaken. Audit expansions, including but not limited to the type of audit, properties included in the audit, subsidiaries included in the audit, the lookback period, require a formal written request that includes a reason the expansion is necessary.

4.1.8 Timeframe: Vendor must comply with STO established timeframes. Vendor shall schedule an assigned unclaimed property examination at a time mutually agreeable with the Holder; however, the examination shall commence no later than ninety (90) days after the notification to Vendor of the assignment of the examination, except on a showing of good cause.

Audits shall be authorized for two (2) years from the date of the authorization letter. Should the auditor not complete the audit in that time, they shall request an extension of the audit. Extensions may be granted in one (1) year increments. If an extension is not received at least forty-five (45) days prior to the expiration of the audit, the extension request may not be reviewed, and the audit will set to expire. Unless extenuating circumstances are adequately demonstrated, no more than one (1) extension may be granted under any audit.

4.1.10 Bankruptcy of Holder: Vendor will notify the STO if it is discovered a Holder has filed for bankruptcy. Vendor will provide all available information to the Unclaimed Property Compliance Director within seven (7) days of discovery of the pending bankruptcy by Vendor.



- **4.1.11 Closure:** Vendor must properly close an audit, as required by the requirements listed herein. After the Holder and Vendor have agreed to the amount deliverable, Vendor will provide the Holder and the STO with a final examination report summarizing the procedures performed and the conclusions reached, including the amount deliverable. Vendor will properly close the audit on the following month's Work-in-Progress Report ("WIP"). If applicable, the STO will notify the Holder of any interest or penalties assessed on delinquent property.
- **4.1.12 Reporting:** These requirements may be amended at the written direction of the STO. Further, the STO reserves the right to reject any audit reports not in compliance with the provisions of this RFQ. In conjunction with the identification and collection of unclaimed property, Vendor must:
- 4.1.12.1 Process records of unclaimed property obtained from Holders and/or their agents;
- 4.1.12.2 Timely submit all required reports and notices electronically to the Unclaimed Property, Compliance Director.
- 4.1.12.3 Prepare and submit to the STO reports of unclaimed property in accordance with the requirements of the Act & corresponding West Virginia legislative rule, 112 CSR 5;
- 4.1.12.4 Report all unclaimed property electronically using the NAUPA II standardized unclaimed property reporting format. This format can be downloaded from the NAUPA website: http://www.unclaimed.org; and
- 4.1.12.5 Timely submit, pay or deliver all funds and other property constituting unclaimed property to the STO, or its designee subsequent to the processing of the Holder's records and Vendor's demand of report and payment or delivery, as provided in this subparagraph. All funds, must be segregated and securely maintained by Vendor for a period not to exceed thirty (30) calendar days prior to disbursement to the STO or its designee.
- **4.1.13 Securities:** Vendor must process all securities according to the procedures established by State law and the STO.
- 4.1.13.1Vendor shall cause all securities to be re-registered to the State of West Virginia or its nominee, as directed by the STO, and delivered using. Depository Trust Company (OTC) designations when applicable. For all securities that are not OTC eligible, Vendor shall



cause them to be re-registered to the WV State Treasurer or its nominee, at the written direction of the STO, and delivered in physical form to the STO, or its designee. Worthless securities should not be reported or transferred to the STO.

- 4.1.13.2 The accompanying invoice should include the value of the shares on the date the property is received by the STO. The value of any security shall be the closing price of that security on the date the property is received by the STO or the STO's custodian. If the property is a security traded over the counter, it shall be the bid price as set forth in the over the counter market. For any other security related properties, the value shall be determined according to generally accepted valuation procedures.
- **4.1.14 Demands for Remittance:** Vendor must be able to demand and accept remittances of unclaimed property from Holders. Unless otherwise authorized by the STO, Vendor shall not make a demand of a Holder for remittance of property to the STO until such time as the Holder and Vendor reconcile and agree upon the report to be filed with the STO. In the event Vendor and Holder do not agree upon the report to be filed, Vendor shall notify the STO, who shall decide the matter.
- **4.1.15 Dispute Resolution:** Vendor must be able to assist in dispute resolution as needed. In the event Vendor and the Holder are unable to reach an agreement as to the terms of Vendor's final examination report, the Holder may maintain an original action to establish the claim in the circuit court of Kanawha County, naming the administrator as a defendant.
- **4.1.16 Property Disputes:** Vendor must be able to assist the STO with property disputes. Timely disbursement of property may be delayed because of a dispute with respect to the delivery, ownership, right of possession and/or disposition of property. Delivery requirements may be suspended at the discretion of the STO pending the resolution of said disputes or as otherwise requested by the STO. Vendor shall notify the STO of any such disputes within thirty (30) days of detennination that a dispute exists. Vendor shall then make all reasonable efforts to resolve disputes as quickly as possible. Vendor shall provide to the STO the actual resolution date of any such disputes and shall remit the property within thirty (30) days of resolution of disputes.



- **4.1.17 Release Agreements:** Vendor must prepare Release Agreements according to STO procedures. Vendor shall prepare a Release Agreement, when requested by a Holder, to be signed by the Holder and the STO, which shall identify the property to be remitted, and verify that the appropriate abandonment period has been met for each type of property reported. A copy of a sample *Standard Release Agreement* is attached as **Exhibit C.** The STO reserves the right to modify the tenns of the Release Agreement at its discretion.
- **4.1.18 Work-In-Progress Reports:** Vendor must provide to the STO Work-in- Progress Reports ("WIPs") according to the following procedures:
- 4.1.18.1Vendor shall provide the Unclaimed Property Compliance Director at UP_Compliance@wvsto.com, by the 15th of each month, for the previous month, a WIP for each Holder under examination. All Holders under audit must be listed in the WIPs from the time the audit is commenced until the audit is formally closed. The WIPs will be in the form of and include all information required by the current sample Work-in-Progress Report Template attached as Exhibit D. This template may be amended at the written discretion of the STO.
- **4.1.19 Review and Retention of Records:** Vendor must permit the STO to review all records it maintains to ensure Vendor's compliance with all the tenns and conditions of the purchase order issued pursuant to this RFQ. The scheduling of these reviews will be designated by the STO. All working papers and reports must be retained, at Vendor's expense, for a minimum often (10) years from the originating date, unless Vendor is notified in writing by the STO to extend the retention period.
- **4.1.20 Joint Examinations:** Vendor agrees the STO reserves the right to participate in a joint examination of any Holder, at any time, with Vendor.
- 4.1.21 Fees: Vendor agrees to payment for audit services as follows:
- **4.1.21.1** Except as provided in Section 4.2.10 and Section 4.3.1 below, all Vendor fees for the identification and collection of unclaimed property will be the lesser of a flat IO percent (10%) of the net unclaimed property remitted to the STO, or the lowest fee percentage charged to any other state for the same Holder multi-state audit, less any interest due pursuant to the provision of this RFQ. In such case, if the fee is lower than 10%, Vendor shall provide written notice of the lower fee and agree to provide the same fee.



Specializing in Unclaimed Property Examinations

Section 4: Mandatory Requirements (continued)

- **4.1.21.2** Net unclaimed property is the gross value of all unclaimed property, minus the value of all unclaimed property delivered by the Holder, if any, that otherwise would have been delivered pursuant to the reporting practices of the Holder as they existed prior to the execution of the agreement with Vendor. Payment will be made in arrears, based upon invoices submitted by Vendor, once property is received.
- **4.1.21.3** Failure to deliver property to the STO within thirty (30) days of receipt from the Holder will result in the following reductions in fees, unless a dispute occurs or unless the STO waives the reduction for matters beyond the reasonable control of Vendor. The STO reserves the right to request documentation indicating the date the property was received by Vendor. Vendor must provide requested information within two (2) business days of request.
- **4.1.21.4** Audit reports, funds and securities that are submitted thirty- one (31) to sixty (60) calendar days after the receipt of property by Vendor or its designee may be subject to up to a 33% fee reduction, at the discretion of the STO.
- **4.1.21.5** Audit reports, funds and securities that are submitted sixty- one (61) to ninety (90) calendar days after receipt of property by Vendor or its designee may be subject to up to a 66% fee reduction, at the discretion of the STO.
- **4.1.21.6** Audit reports, funds and securities that are submitted past ninety-one (91) calendar days after the receipt of property by Vendor may be considered past due and may result in a forfeiture of the entire fee, at the discretion of the STO. The STO reserves the right to require Vendor to submit all reports and property immediately upon reaching past due status.
- **4.2.22 Confidentiality:** Vendor must preserve the integrity of STO security and confidentiality. If Vendor is engaged in handling confidential information, it shall exercise appropriate security precautions. Vendor shall maintain as confidential all information concerning a Holder's property. Pursuant to W.Va. Code §36-8-25, unclaimed property records are confidential and not subject to the West Virginia Freedom of Information Act ("FOIA"), *W.Va. Code*§ 29*B-1-1 et seq.*



Specializing in Unclaimed Property Examinations

Section 4: Mandatory Requirements (continued)

4.2 ADDITIONAL OPTIONAL SERVICES WHICH VENDOR MAY PROVIDE

- 4.2.1 Additional Services: Vendors with the minimum qualifications set forth in Section 3 and who want to oversee Vendor-Assisted Self Audit (referred to as the Compliance Program within the STO) for Holders must also meet or exceed the mandatory requirements listed below.
- **4.2.2 Assistance**: Vendor must assist the STO in the identification, outreach, education, and notification of potential Holders of unclaimed property. Vendor shall assist in the education of the Holders' obligation to file unclaimed property reports and to remit those funds to the STO.
- **4.2.3 Identification:** Vendor must research and identify potential Holders of unreported unclaimed property that is past due. Vendor must provide written justification for seeking approval for Holder to participate in this program. The STO may also identify potential Holders and request their participation in the program.
- 4.2.3.1 **Written Justification**: Vendor's written justification must be based on the Holder's reporting history and an indication of the Holder's willingness to be compliant with the Act.
- 4.2.3.2 **Review Plan**: Vendor-assisted self-review plan must identify the Vendor's staff and the assistance that will be provided to the Holder, an expected timeline to begin with an opening conference and conclude with a closing conference, the general methods to be employed and the time period to be covered by the vendor-assisted self-review.
- **4.2.4 Authorization:** Vendor must obtain prior written authorization from the STO to oversee a self-audit of a Holder under this program. The STO has the final and sole authority to determine who, if anyone, will take part in the self-audit and will also make requests in writing to Vendor. All unclaimed property funds or securities submitted by Vendor or the Holder pursuant to any self-review under this program conducted without prior written approval from the STO shall be received by the STO without compensation to Vendor.



Specializing in Unclaimed Property Examinations

- **4.2.5 Vendor-Assisted Self-Audit:** Within 90 days of obtaining authorization from the STO, Vendor must contact the Holder and begin to execute Vendor-assisted self-review plan. Vendor shall assist the Holder to determine, report, and collect all types of unclaimed property in the possession of the Holder, within the scope of the audit due and owing the STO. Vendor shall explain its responsibilities to the Holder which will include the following phases:
 - i. Vendor will gather and document basic corporate information;
 - ii. Vendor will review the financial statements in order to advise the Holder of the types of property to be included in the self-review;
 - iii. Vendor will review the self-review analysis prepared by the Holder;
 - 1v. Vendor will assist the preparation of the unclaimed property report;
 - v. Vendor will prepare a final report to the close the self-review; and
 - v1. Vendor will review the Holder's final report and submit the final report and remittance to the STO.
- **4.2.6 Timeframe:** The self-review of the Holder's records under the Compliance Program must be completed within one (1) year from the date of the STO's authorization letter unless the STO grants an extension.
- **4.2.7 Work-In-Progress:** Vendor must submit regular WIPs on all pending vendor- assisted self-reviews in an electronic format previously agreed upon prior to authorization. These may be in a format which differs Section 4.1.19.
- **4.2.8 Collection and Delivery:** Vendor must report all property remitted in accordance with Section 4.1.12 and 4.1.13 as required by Section 4.1.17. The Holder shall deliver any tangible property such as contents of safe deposit boxes directly to the STO.
- **4.2.9 Education and Compliance:** Prior to closing the vendor-assisted self-review, Vendor must educate the Holder on its future compliance with the Act including those requirements noted in Section 4.1.9.



- **4.2.10 Compensation:** All Vendor fees for the Voluntary Compliance Program will be a flat 9 percent (9%) of the net unclaimed property remitted to the STO. Net unclaimed property is the gross value of all unclaimed property, minus the value of all unclaimed property delivered by the Holder, if any, that otherwise would have been delivered pursuant to the reporting practices of the Holder as they existed prior to the execution of the agreement with Vendor. Payment will be made in arrears, based upon invoices submitted by Vendor, once property is received.
- 4.3 Additional Services: Vendors with the minimum qualifications set forth in Section 3 may be selected to conduct agreed upon procedures related to a Holder that may or may not have been part of an audit. If selected, the scope of the Agreed Upon Procedure will be outlined in a delivery order.
- **4.3.1 Compensation:** Audit Agreed Upon Procedures related to a Holder which is outside of the scope of a multistate audit, West Virginia state specific audit, or Vendor-assisted self-audits will be paid on an hourly basis at the rate of\$ I oo per hour, and the total cost will be capped in a release order, if selected.





IA Group's Response

IA Group serves as a government contractor of examination and compliance for state unclaimed property programs. We provide professional services to accurately identify unclaimed property to be reunited with its rightful owner. The diverse background and technical experience of our team allows us to examine Holder compliance efficiently and thoroughly.

IA Group understands that the purpose of an unclaimed property examination is to not only identify past due property but to educate the Holder about their annual compliance requirement to ensure that property will be timely reported going forward. It is this dual-purpose that guides the IA Group process.

Through in-depth training and technical experience, IA Group positions itself as the premier provider of examination and compliance services for state governments to reunite unclaimed property with its rightful owner. The proven track record of returning millions of dollars of unclaimed property to rightful owners presents a perfect opportunity for the State to consider IA Group as a continued partner.

IA Group has developed procedures that serve as guidelines for each exam. Prior to initial contact with the Holder, IA Group completes extensive research to understand the Holder's operations, corporate history, acquisitions/divestitures, locations, and other relevant information. This research helps shape the approach as even Holders in the same industry have unique facts and circumstances.

Upon commencing the audit, IA Group uses project management tools to track all requests and responses/documents received. This tracking tool is provided to the Holder monthly and discussed during monthly status calls with the Holder. Our experience has shown that frequent communication with the Holder results in a more efficient review.

A full description of IA Group's specific audit procedures, including Sample Documents, is readily available in a separate confidential file, and will be submitted to the State upon potential award notification.

PRICING DETAILS

Included within the "Additional Documents" section is the Exhibit A – Pricing Page completed by IA Group.



Additional Documents



REQUEST FOR QUOTATION Professional Auditing Services

EXHIBIT A – PRICING PAGE (Revised 8/30/22)

Vendor affirms by their signature or submission of a bid response that they will accept the fee schedule as listed for all STO mandatory, requested and approved services. All vendor expenses must be included in the established fee schedule and shall not be reimbursed separately.

Note: Vendor is not required to provide services considered Optional. Such response will have no bearing on a contract award.

MANDATORY SERVICES:

Per Section 4.1.21.1: Vendor fees for the identification and collection of unclaimed property will be a flat 10.5 percent (10.5%) of the net unclaimed property remitted to the WV STO.

OPTIONAL SERVICES (Non-mandatory):

Per Section 4.2.10: Compensation: All Vendor fees for the Voluntary Compliance Program will be a flat 9 percent (9%) of the net unclaimed property remitted to the STO. Net unclaimed property is the gross value of all unclaimed property, minus the value of all unclaimed property delivered by the Holder, if any, that otherwise would have been delivered pursuant to the reporting practices of the Holder as they existed prior to the execution of the agreement with Vendor.

Fee: Flat Rate of 9%			
Vendor will offer this service:	Yes_X	No	-
Per Section 4.3.1: Compensation: outside of the scope of a multistate self-audits will be paid on an hourl capped in a release order, if selected	audit, West Vir y basis at the ra	rginia state specific a	audit, or Vendor-assisted
Fee: Not to Exceed \$100/hour			
Vendor will offer this service:	Yes_X	No	-

REQUEST FOR QUOTATION **Professional Auditing Services**

I/We agree to the established fee schedule for the mandatory services listed within this solicitation and resultant contract award, including any of the selected optional services affirmed above:

Company Name:	Innovative Advocate Group, Inc.
Printed Name of Signa	Kelly D'Emilia
Title of Signatory:	
Signature: Keey Venilia	



Contract Manager

During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The dedicated Contract Manager must have experience in providing audit services and must be available during normal business hours to address any customer service or other issues related to this Contract. If it becomes necessary for Vendor to change the Contract Manager, Vendor must notify the STO immediately. The replacement must have similar or more experience than the original Contract Manager. The STO reserves the right to approve any replacement at the time of the contract award or thereafter. Vendor should list its Contract manager and this person's contact information below.

Contract Manager: Kelly D'Emilia, President

Telephone Number: <u>(732) 576-7710</u>

Fax Number: <u>(732)</u> 898-0711

Email Address: kdemilia@innovativeadvocate.com



Small, Women-Owned, or Minority-Owned Businesses

For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR§ 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR§ 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR§ 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR§ 148-22-9.

Please see attached for IA Group's State Registrations, including the New Jersey Women-Owned Business Enterprise ("WBE") Certificate.





Business for West Virginia www.business4wv.com

Fees for Registration of INNOVATIVE ADVOCATE GROUP INCORPORATED - 2022 Corporations Annual

Report

Unified Business ID: UF000730942001

Filing Date: 06/20/2022 14:20:35

Secretary of State

Annual Report Fee \$25.00

Business Registration Total Fees \$25.00



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: INNOVATIVE ADVOCATE GROUP INCORPORATED

Trade Name:

Address: 370 STATE HIGHWAY 35, STE 201

RED BANK, NJ 07701

Certificate Number: 1887377

Effective Date: July 11, 2014

Date of Issuance: June 01, 2020

For Office Use Only: 20200601104355983



PHIL MURPHY
Governor

DEPARTMENT OF THE TREASURY DIVISION OF REVENUE & ENTERPRISE SERVICES P.O. BOX 026 TRENTON, NJ 08625-034

SHEILA OLIVER
Lt. Governor

PHONE: 609-292-2146 FAX: 609-984-6679

ELIZABETH MAHER MUOIO

State Treasurer

APPROVED

under the

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges INNOVATIVE ADVOCATE GROUP INCORPORATED is a WBE owned and controlled company, which has met the criteria established by N.J.A.C. 17:46..

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control or any other factor of the business affecting eligibility for certification as a minority or women-owned business.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the SAVI that lists certified minority and women-owned businesses. If the business seeks to be certified again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior to the expiration date of this cerification.



Issued: 4/28/2020

Certification Number: A0108-09

Peter Jowicki

Peter Lowicki Deputy Director

Expiration: 4/28/2023



Certificate of Insurance

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of One Million Dollars per occurrence.

Automobile Liability Insurance in at least an amount of One Million Dollars per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of One Million Dollars per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

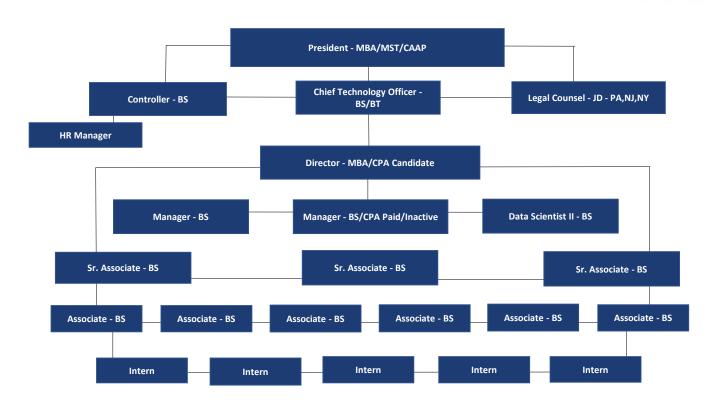
Cyber Liability Insurance in an amount of One Million Dollars per occurrence.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

Upon potential award of contract, IA Group attests to adhere to the insurance requirements set forth by the State in this solicitation.



Innovative Advocate Group, Inc. - Internal Organization Chart, 2022



Organization Org Chart Description: President

- Maintains direct relationship with holders and state administrators
- Signs off on all document review and calculations
- Monitors regulatory changes that effect industry
- Ensures compliance of policies and procedures
- Drives audit schedule and compliance
- Research and investigate new business targets
 - Property types
 - Holders
- Responsible for interviewing/hiring/training

Organization Org Chart Description: Director

- Serves as lead client contact to ensure required services and expectations are met
- Works closely with management team to continue business development
- Manages and oversees multi-state examinations to confirm best practices of the firm
- Develops training exercises for continued education on industry trends and legislative updates
- Monitors unclaimed property legislation, compliance, and current technical developments

Organization Org Chart Description: Controller

- Responsible for maintaining all internal accounting functions of the company
- Analyzes data and prepares schedules to ensure that all accounts are reconciled
- Reconciles all bank and credit card accounts on a monthly basis
- Coordinates year-end accounting work with independent accountants to align with Generally Accepted Accounting Principles (GAAP)
- Maintains interactions with senior management
- Initiates analysis to closely monitor the overall financial health of the company

Organization Org Chart Description: HR Manager

- Prepares comprehensive holder background research
- Prepares invoicing
- HR records management and compliance
- Benefits administration, compensation and payroll
- Copying/filing/scanning
- Monitoring and reporting of time and expense
- Assists with employee recruitment, hiring and retention

Organization Org Chart Description: Manager

- Serves as lead on Holder engagements
- Oversees and manages unclaimed property examinations data requests, data analysis, deliverables, Holder communications, policies and procedures, etc.
- Develops client workplans and schedules associated with project deliverables
- Contributes to a positive team environment including working closely with and training junior staff
- Monitors unclaimed property legislation, compliance, and current technical developments
- Manages client engagements as it relates to client's expectations and IA Group's scope of services
- Develops relationships with state unclaimed property administrative personnel

Organization Org Chart Description: Legal Counsel

- Consultation and advice regarding general legal and corporate matters
- Contract review and Compliance
- Human Resource and employment counseling
- Consultation and advise on AUP matters
- Review of Non-Disclosure Agreements

Organization Org Chart Description: Chief Technology Officer

- Maintains website and server
- Responsible for employee computer assistance
- Ensures internal and network security
- Converts documentation to standard file formats
- Assists in ERP forensics
- Develops the statistical sample methodology and templates
- Prepares data population for statistical sample

Organization Org Chart Description: Data Scientist II

- Converts documentation to standard file formats
- Assists in ERP forensics
- Develops the statistical sample methodology and templates
- Prepares data population for statistical sample

Organization Org Chart Description: Senior Associate

- Oversee and manage examinations
- Prepare and review exam workpapers
- Drive exam schedule, quality and compliance
- Facilitate communication with holders and clients
- Monitor current legislation, compliance and technical developments
- Contribute to a positive team environment

Organization Org Chart Description: Associate II

- Analyze and review holder documentation
- Prepare exam workpapers and assessments
- Contribute to productive communication with holders
- Monitor current unclaimed property developments and trends
- Contribute to a positive team environment

Organization Org Chart Description: Associate

- Catalog and review holder's documentation
- Facilitate regular communication with holders for status updates
- Analyze data uploads, deliverables, holder correspondence, policies and procedures, etc.
- Schedule and participate in recurring meetings and conference calls
- Contribute to a positive team environment

Organization Org Chart Description: Intern

College Internship Program

- Perform external company research on new exams
- Complete call notes during holder conference calls
- Participate in online trainings and conferences for the unclaimed property industry
- Organize internal documents through file structures
- Contribute to a positive team environment

High School Senior Internship Program

- Gain proficiency in Microsoft, Outlook, Excel, Powerpoint and Adobe
- Perform external company research on new exams
- Develop familiarity with company financial statements
- Gain knowledge of each phase of the exam process
- Contribute to a positive team environment



Kelly D'Emilia, President

Education:

WIDENER UNIVERSITY

Chester, PA

MBA with a concentration in Taxation, December 1996

Relevant Experience:

INNOVATIVE ADVOCATE GROUP, INC., RED BANK, NJ

President and Owner: 2/2013 - Current

- Maintains direct relationship with holders and state administrators
- Manages all examinations
- Supervises seniors, staff and associates
- Sign off on all document review and calculations
- Monitory regulatory changes that effect the industry
- Ensures compliance of policies and procedures
- Drives audit schedule and compliance
- Research and investigate new business targets (property types, holders)
- Responsible for interviewing/hiring/training

PRICEWATERHOUSECOOPERS LLP, NEW YORK, NY

State and Local Tax Director, Unclaimed Property: 6/2002 - 1/2013

- Managed and responsible for \$9M FY'13 core AUP fees
- Supervise and train 40 seniors, staff and associates
- Participated and spoke at Lorman Education Seminars, COST Seminars, UPPO, among others
- Assisted companies with quantifying abandoned and unclaimed property exposure.
- Negotiated voluntary disclosure arrangements for companies not in compliance for unclaimed property
- Provided audit defense for companies with various states
- Developed policies and procedures for companies in response to Sarbanes/Oxley requirements
- Assisted in implementing AUP systems designed to facilitate the AUP compliance process



• Developed relationships with state contacts.

ARTHUR ANDERSEN LLP, NEW YORK, NY

State and Local Tax Manager: 2/1998 - 6/2002

- Managed and responsible for \$1.2M FY'02 core sales tax fees
- Supervise and train 3-5 seniors, staff and associates
- Industry Liason for Transaction Tax Group. Responsible for developing internal relationships between Audit Partners/Managers and State & Local Tax Partners/Managers. Success based on net fees achieved by industry
- Specialize in sales and use tax laws relating to the Construction, Utility and Technology, Media and Communication ("TMC") industries
- Negotiated voluntary disclosure arrangements for companies not in compliance for various state taxes
- Developed deep relationships with an emerging private telecom company, which went public on March 2000. Worked with company to prepare for its IPO and two acquisitions. Helped transform companies "quick books" G/L system into a more sophisticated G/L system for SEC purposes. Developed sales tax methodology for company to incorporate into new G/L system. Developed a compliance team for the company's tax reporting function and prepared manuals for company's accounts payable staff to use when making tax determinations
- Supervised process mapping work flows of a significant utility company's tax department
- Review state and local sales and use tax, excise tax, motor fuel tax, property tax and business tax returns for multi-jurisdictional companies
- Presented sales and use tax training seminars focusing on Construction, TMC, and Utility industries
- Assisted construction companies with developing procedures for tracking Industrial Development Agency ("IDA") benefits
- Participate in the planning and analysis of state and local tax consequences of acquisitions, dispositions and mergers for clients
- Research state and local tax issues of corporations and proposed tax saving alternatives to management
- Experienced in excise tax laws such as motor fuel taxes
- Developed a team to market motor fuel refund reviews for the New York highway use tax and Federal and State motor fuel tax
- Responded to federal and state taxing authority information requests



- Assessed and improved data collection and analysis processes for multi-tiered corporations
- Sales and use tax speaker for Lorman Education Group

AMERICAN EXPRESS, NEW YORK, NY

Tax Manager: 5/1997 - 2/1998

- Prepared sales and use tax returns for all subsidiaries of the company
- Responsible for coordinating use tax accrual review
- Developed processes to automated sales and use tax preparation.
- Automated sales and use tax return function by installing FastTax and worked with IT group to develop programs to download tax information received from general ledger into the new tax system
- Researched tax issues for company and its subsidiaries

SUN OIL COMPANY, INC., PHILADELPHIA, PA

<u>Senior Tax Accountant</u>: 9/1995 - 5/1997 <u>Tax Accountant</u>: 6/1990 - 5/1997

- Prepared federal, state and local excise returns, franchise, sales and use, transportation, and environmental tax returns
- Interpret federal and state tax laws and their impact on company policies and procedures
- Prepared Puerto Rico excise tax return and interpret Puerto Rico tax law as it related to company
- Coordinated the purchase of a tax software package that would be compatible with new general ledger system
- Supervised tax analyzing research projects
- Experienced federal and state motor fuel audits and sales and use tax audits from initial contact through appeal process



Eric Burke, Director

MONMOUTH UNIVERSITY, WEST LONG BRANCH, NJ

MBA, Master of Business Administration May 2015 Bachelor of Science in Accounting, May 2014

Certifications:

Pursuing CPA

INNOVATIVE ADVOCATE GROUP, INC., RED BANK, NJ

Director: 7/2021-Present

- Serves as lead client contact to ensure required services and expectations are met
- Works closely with management team to continue business development
- Manages and oversees multi-state examinations to confirm best practices of the firm
- Develops training exercises for continued education on industry trends and legislative updates
- Monitors unclaimed property legislation, compliance, and current technical developments *Manager*: 7/2018-6/2021
 - Served as lead on Holder engagements
 - Managed unclaimed property examinations data requests, data analysis, deliverables, Holder communications, policies and procedures, etc.
 - Developed client workplans and schedules associated with project deliverables
 - Contributed to a positive team environment including working closely with and training junior staff
 - Monitored unclaimed property legislation, compliance, and current technical developments
 - Managed client engagements as it relates to client's expectations and IA Group's scope of services
 - Developed relationships with state unclaimed property administrative personnel

Lead Senior: 7/2017-6/2018

- Managed all examinations
- Supervised seniors and associates
- Lead calls with Holder
- Reviewed all documentation provided by Holder
- Reviewed draft work papers and calculations
- Ensured compliance of policies and procedures
- Drove audit schedule and compliance
- Responsible for interviewing/training



Specializing in Unclaimed Property Examinations

ERNST & YOUNG

Assurance Staff: 6/2015-6/2017

- Analyzed financial statement reporting for public and non-public clients
- Performed substantive tests and analytical procedures on balance sheets, income statements and cash flow statements to provide opinions on client's financial statements
- Performed testing of inventory, cash, accounts receivable, accounts payable, fixed assets, revenue, journal entries, and payroll
- Reviewed internal controls to identify internal control strengths. Determines appropriate level of detail testing based on internal control assessment
- Assessed the effectiveness of client's internal controls and procedures for financial reporting in accordance with standards established by the Public Company Accounting Oversight Board (PCAOB)
- Performed testing to ensure clients internal controls are in compliance with the Sarbanes Oxley Act of 2002
- Lead and participates in control walkthroughs for various control cycles
- Performed detailed analyses to evaluate financial statement information for accuracy, validity and conformance with GAAP
- Identified and communicates accounting and auditing matters to audit team members and managers
- Communicated effectively with clients regarding complex accounting and auditing matters
- Utilized professional skepticism and critical thinking in all auditing procedures and documentation
- Maintained effective time management while simultaneously working on several projects/clients
- Conducted comprehensive financial audits and employee benefit plan audits in various industries such as telecom, construction, engineering, and healthcare

INNOVATIVE ADVOCATE GROUP, INC., RED BANK, NJ

Associate: 2/2014-6/2015

- Responsible for numerous unclaimed property exams across multiple industries
- Reviewed audit workpapers for varying property types to determine compliance for each applicable client state unclaimed property laws
- Served as the primary contact with holders during examination period to confirm timely and efficient progress
- Lead holder meetings and conference calls



Robert D'Emilia, Internal Counsel

Admitted to Practice: State of New York, State of New Jersey, and Commonwealth of Pennsylvania as well as the Second and Third Circuits and the U.S. District Courts for the Southern, Eastern, Western and Northern Districts of New York and the District of New Jersey.

ST. JOHNS UNIVERSITY SCHOOL OF LAW, JAMAICA, NY

Academic Standing: Upper 3% (7/333); Juris Doctor, June 1977 Honors: Research and Projects Editor, St. John's Law Review

VILLANOVA UNIVERSITY, VILLANOVA, PA

Academic Standing: 3.59 GPA

B.A. Honors Program (political science/history), cum laude, May 1974

INNOVATIVE ADVOCATE GROUP, INC., RED BANK, NJ

In-house Counsel: 6/2014-Present

- Preparation and review of administrative documents including employee contracts, internal handbook, etc
- Preparation of Non-Disclosure Agreements with holder
- Participation in holder examinations as necessary
- Review of legal documentation signed between IA Group and states

GT SYSTEMS, INC. / CORPORATE RESOURCE DEVELOPMENT, INC.

In-house Counsel: 2003-2011

- In –House Counsel to a conglomerate of more than 40 staffing/employment agencies (over \$200 million in sales) located in New York, New Jersey, Pennsylvania, Florida and Connecticut
- Appearing in trial and appellate courts at both the state and federal levels without the need to retain outside counsel
- Responsible for HR counseling, drafting of personnel policies, wage and hour compliance, HIPPA, immigration, contract negotiation and benefits administration
- Responsible for handling corporate legal matters including counseling, noncompetition agreements, collection matters, unfair competition claims, corporate litigation, confidentiality and non-disclosure agreements, diversity and employment matters, CGL insurance issues and drafting agreements, corporate documents and leases
- Managerial and supervisory experience



Specializing in Unclaimed Property Examinations

FLEMMING, ZULACK & WILLIAMSON

Counsel: 2000-2002

• Counsel to various corporate clients in connection with corporate and mass-tort matters

• Appearing in trial and appellate courts at both the state and federal levels

UNILEVER UNITED STATES, INC.

Senior Attorney: 1998-1999

- Senior Attorney, Litigation Counsel, and later Assistant General Counsel
- Responsible for handling and/or management of claims and insurance, arbitrations
 and litigation on behalf of Unilever and its operating companies with respect to a
 variety of subjects including employment and labor, unfair labor practice charges,
 diversion of exported good, EEOC, NLRB, ERISA, counterfeit goods, intellectual
 property, tax, UCC and contract matters
- Responsible for coordination of comprehensive general liability (product, automobile and general liability) and workers compensation matters with insurance and consumer services departments

DAVIS POLK & WARDWELL

Counsel: 1979-1988

- Broad experience in federal and state litigation including extensive deposition (taking and defending) and discovery practice
- Arbitration, trial and appellate work
- Labor relations (including contract negotiation); landlord/tenant and cooperative ownership relations; civil rights and employment discrimination; class actions; antitrust, securities, product liability, construction, insurance and commercial litigation

ADDITIONAL EXPERIENCE

1977-1979 Law Clerk to the Honorable James T. Foley, Chief Judge
1976 United States Attorney's Office (Southern District of New York),

Student Assistant (Criminal Short Trials Unit)



Tory Manfre, Manager

MONMOUTH UNIVERSITY, LONG BRANCH, NJ

Bachelor of Science in Business Administration: Accounting, June 2017

INNOVATIVE ADVOCATE GROUP, INC., RED BANK, NJ

Manager: 7/2021-Present

- Serves as lead on Holder engagements
- Manage unclaimed property examinations data requests, data analysis, deliverables, Holder communications, policies and procedures, etc.
- Develop client workplans and schedules associated with project deliverables
- Contribute to a positive team environment including working closely with and training junior staff
- Monitors unclaimed property legislation, compliance, and current technical developments
- Manage client engagements as it relates to client's expectations and IA Group's scope of services

Senior Associate: 4/2019-6/2021

- Supervised staff, and associates
- Participated in status update calls with holder
- Reviewed all documentation provided by holder
- Reviewed draft work papers and calculations
- Ensured compliance of policies and procedures
- Driver of audit schedule and compliance
- Responsible for interviewing/training

<u>Associate II</u>: 7/2018-3/2019 Associate: 8/2016-6/2018

- Analysed and reviewed financial statements and documents provided by Holders including Forms 1120 and 851
- Monitor audit status and contact holder for outstanding documentation requests.
- Conduct background research about company clients under audit
- Created and analysed documents necessary to the audit process, including: entity revenue matrices, outstanding account balance reviews, VDAs, NDAs, trial balances, and aging reports

VICTORIA'S SECRET, LONG BRANCH, NJ

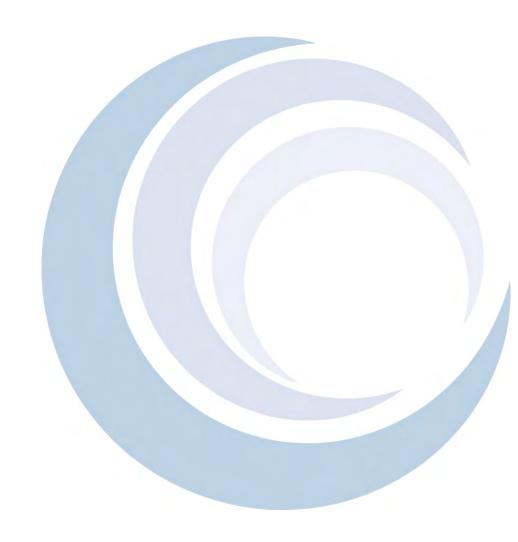
Operations and Supervisor: 2014-7/2016

- Manage store operations
- Process, audit and organize company documents



Specializing in Unclaimed Property Examinations

- Responsible for completing and auditing all hiring documents
- Key holder Opening and closing store
- Use Microsoft Excel and Word to communicate to supervisors
- Manage supply and payroll budgets
- New hire training
- Sales
- Lead Cashier Open and settled cash registers
- Implemented floor sets and maintained visual marketing displays





Suzanne P. Tardy, Manager

RUTGERS UNIVERSITY, NEW BRUNSWICK, NJ

School of Business, Bachelor of Science, Accounting, May 1992

Licenses:

Certified Public Accountant, Paid/Inactive

INNOVATIVE ADVOCATE GROUP, INC., RED BANK, NJ

Manager: 5/2022-Present

- Oversee the closing process of all unclaimed property examinations
- Review in detail of exam-related documents Preliminary Status Reports, Reports of Examination and Statement of Findings.
- Enhance internal procedures and document requests
- Provide continued guidance and instruction for all applicable IA Group exams
- Supervise client engagements as it relates to client's expectations and IA Group's scope of services

Senior Associate: 5/2016-5/2022

- Supervised staff and associates
- Participated in status update calls with holder
- Reviewed all documentation provided by the holder
- Reviewed draft work papers and calculations
- Ensured compliance with policies and procedures
- Drove audit schedule and compliance
- Responsible for interviewing/training
- Analyzed and reviewed financial statements and documents provided by Holders including Forms 1120 and 851
- Monitored audit status and contacted holder for outstanding documentation requests
- Conducted background research about company clients under audit
- Created and analyzed documents necessary to the audit process, including entity revenue matrices, outstanding account balance reviews, VDAs, NDAs, trial balances, and aging reports

TUMI, INC., SOUTH PLAINFIELD, NJ

Finance Department Manager: 11/1997-3/2001

• Responsible for all aspects of domestic and foreign branch offices' financial reporting including budgeting, sales analysis, balance sheet reconciliations, and operating



expense variance analysis

- Assisted in the U.S. company's year-end audit, including preparation of work papers, elimination entries, consolidated financial statements, and supplemental notes
- Performed monthly budget variance analysis for Asia offices, including locations in Hong Kong, Korea, and Taiwan

FREIDMAN LLP, NEW YORK, NY

Senior Accountant: 11/1992-11/1997

- Performed external audits for diverse organizations with extensive experience in the Apparel, Textile and Real Estate industries
- Responsible for all phases of audits, reviews, compilations and agreed-upon procedures, including budgeting, planning, scheduling and coordinating.
- Drafted and evaluated financial statements in accordance with Generally Accepted Accounting Principles, or in conformity with a comprehensive basis of accounting other than GAAP
- Evaluated and critiqued clients' internal control and accounting systems through system reviews, tests of compliance, and special audit procedures. Presented conclusions and recommendations to management
- Researched and prepared personal, partnership and corporate tax returns. (Including "Subchapter S" corporations)



Brian D. Lazar, Controller

UNIVERSITY OF DELAWARE, NEWARK, DE

Bachelor of Science in Accounting, May 2005

INNOVATIVE ADVOCATE GROUP, INC., RED BANK, NJ

Controller: 8/2019-Present

- Responsible for all internal accounting functions of this company.
- Analyze and reconcile data and maintain supporting schedules to ensure the accurate and timelypreparation of monthly, quarterly and year-end financial information; strict adherence to reporting and regulatory deadlines
- Maintain close interaction with senior management; provide written and verbal reports addressingthe organization's financial results and budgeted forecast information
- Coordinate the year-end accounting work and serve as liaison to the independent accountants toensure the financial statements are in conformity with Generally Accepted Accounting Principles
- Initiate analysis of the company's cash flow and asset balances

STEPHEN GOULD CORPORATION, WHIPPANY, NJ

Accountant: 1/2019-5/2019

- Prepared account analysis schedules with careful attention to details; reconciling balances togeneral ledger
- Prepared daily cash tracking reports; responsible for investigating and reconciling discrepancies
- Assisted Controller with audit related tasks including detailed inventory testing, providing auditors with detailed schedules and reports, reconciling discrepancies and providing corroborating evidence
- Worked on testing and validating data in connection with ERP conversion from Lawson to Epicor
- Performed various ad-hoc accounting functions supporting the Controller and the FinanceDepartment

AUTISM NEW JERSEY, INC., ROBBINSVILLE, NJ

Controller: 4/2013-2/2018

• Responsible for all accounting functions of this not-for-profit organization



Specializing in Unclaimed Property Examinations

- Analyzed and reconciled data and maintain supporting schedules to ensure the accurate and timely preparation of monthly, quarterly and year-end financial information; strict adherence to reporting and regulatory deadlines
- Managed the organization's two-million-dollar budget including budget to actual variance analysis
- Maintained close interaction with senior management and the Board of Directors and the Budget and Finance Committee; provided written and verbal reports addressing the organization's financial results and budgeted forecasted information
- Coordinated the year-end audit and serve as liaison to the independent auditors to ensure the financial statements are in conformity with Generally Accepted Accounting Principles
- Initiated weekly analysis of cash flow and asset balances
- Responsible for Facilities Management and Information Technology tasks
- Processed and recorded payroll

Assistant Controller: 11/2010-3/2013

- Performed general accounting duties for the organization
- Assisted the Operations Director with daily operations of the organization

NEW JERSEY AFTER 3, INC., NEW BRUNSWICK, NJ

Senior Accountant: 12/2008-3/2010

- Prepared various schedules and journal entries for this not-for profit organization to ensure accurate and timely reporting for monthly, quarterly and year-end closings and to ensure all financial reporting deadlines were met
- Compiled and analyzed financial information to prepare grant contract budgetary variances, forecasts and payments, while maintaining a \$15 million grantee contract subsidiary ledger

WITHUMSMITH+BROWN, P.C., NEW BRUNSWICK, NJ

Semi-Senior Accountant: 9/2005-11/2008

- Worked on audit, review and compilation engagements including preparation of financial statements, direct client contact, engagement planning, staff scheduling and supervision of staff
- Performed general ledger account analysis' and bank reconciliations
- Prepared corporate, partnership, individual and not-for-profit tax returns; identified and researched tax issues utilizing applicable research materials



Christopher Torre, Chief Technology Officer

DEVRY TECHNICAL INSTITUTE, WOODBRIDGE, NJ

B.S. Electronics B.T. Engineering Technology, February 2004

INNOVATIVE ADVOCATE GROUP, INC., RED BANK, NJ

Chief Technology Officer: 1/2015-Present

- Development and management of the company's IT strategy for effectively utilizing technological resources and ensuring they are used efficiently and securely. Provide sound technical leadership for all aspects the business. Communicate with employees, stakeholders and clients to ensure our company's technologies are used appropriately.
- IT Project Oversight, Advisory, Implementation & Project management
- Administration & Management of Share Point
- Research, planning & implementation of all Network infrastructure hardware and software components
- Vendor equipment research, review and management of hardware and network infrastructure
- Strategic review & planning for future system requirements
- Productivity and automation tasks
- Strategic Review and guidance for future system hardware, software & Network development
- Advise on development of system automation data backup strategy and productivity tools
- Administration & Management of on-site data
- Hardware & Software Vendor review and management
- Review, research and implementation of Network & internal IT Security
- Review, research and implementation of IT related Compliance
- Mentoring of onsite technical office personal
- Advise, suggest resources, best practices
- Overall IT Integration Review and Strategic Planning
- Management of allocated IT Budge
- Research & Advise various IT related tasks (Compliance Requirements, Statistical Analytics, Cyber-Security, Server Maintenance etc.)

TECH MAHINDRA AMERICAS, MIDDLETOWN, NJ

Senior Technical Architect and Consulting: 9/2013-9/2015



AT&T RESEARCH AND DEV. LABS, MIDDLETOWN, NJ

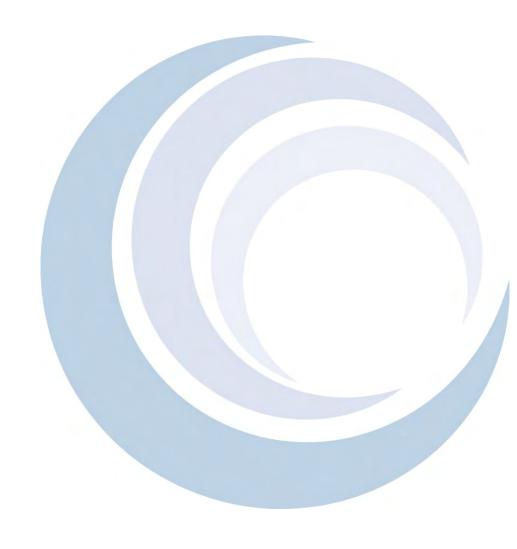
Senior Member of Technical Staff: 10/2001-7/2004

THRUPOINT INC., ISELIN, NJ

Senior Interworking Engineer: 10/1999-9/2001

SENIOR NETWORK ENGINEER, PISCATAWAY, NJ

Senior Network Engineer: 10/2001-7/2004





Stefan Cox, Data Scientist II

THE UNIVERSITY OF TAMPA, TAMPA, FL

Bachelor of Science; Dual Major in Finance and Mathematical Programming, May 2017

INNOVATIVE ADVOCATE GROUP, INC., RED BANK, NJ

Data Scientist II: 5/2022-Present

- Collaborate with management and contribute as a team member: understanding personal and team roles, contribute to a positive working environment by building solid relationships with team members, and proactively seeking guidance, clarification, and feedback
- Manage external data models, including creation, updating, maintenance, and deletion of components
- Compile and present complex information using data visualization tools
- Gather, monitor, and reconcile necessary data created in our business systems which impact unclaimed property reportable amounts
- Identify and understand data trends using statistical analysis

Data Scientist: 1/2019-5/2022

- Worked directly with management and users to understand their analytical needs and deliver actionable solutions
- Managed external data models, including creation, updating, maintenance, and deletion of components
- Cleaned, analyzed and query large and complex data sets
- Identify and understand data trends using statistical analysis

Audit Intern: 8/2017-1/2019

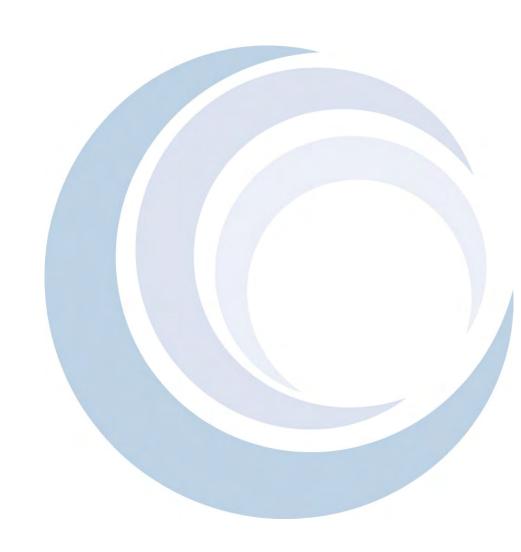
- Utilized the accounting software, CaseWare IDEA, to import and extract the holder's data into a usable format
- Automated laborious procedures using custom user forms and code within Microsoft Excel
- Built, maintained and grew a repository of macros which enabled the easy facilitation of repetitive tasks
- Involved in the development and implementation of a new sampling procedure following the State's 90/10 requirement
- Analyzed and reviewed financial statements and documents provided by holders to identify unclaimed property
- Monitored audit status and maintained constant contact with the holder to ensure closure of all items listed in the document requests
- Prepared audit work papers for the State and holder which accurately summarize the audit's findings



OFFICE OF RESIDENCE LIFE, TAMPA, FL

Student Coordinator: 1/2014-5/2017

- First point of contact for students, parents, and faculty regarding Residence Life policies and procedures
- Collaborated with campus leadership including the associate dean to address resident issues and continue fostering the changing needs of residents
- Utilized active listening to mediate and resolve internal and external conflicts with students, parents, and faculty
- Managed academic and professional schedules and obligations using OrgSync, and Google Docs





Anthony Bonfiglio, Senior Associate

COLUMBIA COLLEGE, COLUMBIA UNIVERSITY, NEW YORK, NY

Bachelor of Arts Economics, May 1985

INNOVATIVE ADVOCATE GROUP, INC., RED BANK, NJ

Senior Associate: 5/2019-Present

- Create, analyze, and review documents necessary to the audit process, including entity revenue matrices, outstanding account balance reviews, VDAs, NDAs, trial balances, and aging reports
- Oversee multiple examinations to ensure progress, issues are addressed, and standards related to methodology are completed
- Supervise Associates and Associate II staff members and assist with procedural review of examinations

Associate: 1/2018-4/2019

- Supervises staff and associates
- Participates in status update calls with holder
- Reviews all documentation provided by holder
- Reviews draft work papers and calculations
- Ensures compliance of policies and procedures
- Drives audit schedule and compliance
- Responsible for interviewing/training
- Analyze and review financial statements and documents provided by Holders including Forms 1120 and 851
- Monitor audit status and contact holder for outstanding documentation requests
- Conduct background research about company clients under audit

GLOBAL 21st CENTURY GROUP/GARTLAND & MELLINA, NEW YORK, NY

Asset Recovery Specialist: 11/2008-12/2018

- Managed collection of over \$40 million in unclaimed assets for brokerage firms and clients
- Prepared claim documentation for uncontrolled financial assets including dividends, equity distributions, bond interest, principle payments and refunds
- Developed research methodology to better serve new and existing clients
- Updated market strategy to identify potential new brokerage clients
- Designed a pilot program to prove viability of an asset recovery strategy



NFS SERVICES, NEW YORK, NY

Vice President: 6/1992-10/2008

- Managed asset recovery process in excess of \$18 million for select brokerage firms
- Expanded business to smaller firms and individuals, adding over 2,000 new client accounts
- Coordinated marketing strategy research to identify potential recovery service clients
- Liaison to legal team in successful litigation against NJ Treasurer's office for \$1 million
- Drafted agency contract agreement adopted by NY State as sample client agreement

GOLDMAN SACHS & COMPANY, NEW YORK, NY

Senior Accountant: 4/1985-6/1992

- Coordinated accounting for \$42 Million data center loss claim
- Budget analysis and oversight on \$70 million data center construction project
- Managed purchase and invoice processing for data center items
- Monthly variance analysis, journal entries, depreciation calculation





Cathleen E. Coleman, Senior Associate

BARUCH COLLEGE, CITY UNIVERSITY OF NEW YORK, NEW YORK, NY

Bachelor of Business Administration – Finance, February 1992

INNOVATIVE ADVOCATE GROUP, INC., RED BANK, NJ

Senior Associate: 5/2022-Present

- Prepare and review documents necessary to the audit process, including entity revenue matrices, outstanding account balance reviews, VDAs, NDAs, trial balances, and aging reports
- Oversee multiple examinations to ensure progress, issues are addressed, and standards related to methodology are completed
- Facilitate communication with holders and clients
- Supervise Associate staff members and assist with procedural review of examinations

Associate II: 5/2019-5/2022

- Responsible for reviewing and making applicable changes to work performed by Associates
- Coordinated and lead status calls with holder
- Ensured client states have accurate and up to date information on status of audits
- Performed timely review of documentation to facilitate: Issuance of final reports to holder and client states, Report of holder liability to client states, Communication between holder and client states on processes to close examination

Associate: 9/2015-4/2019

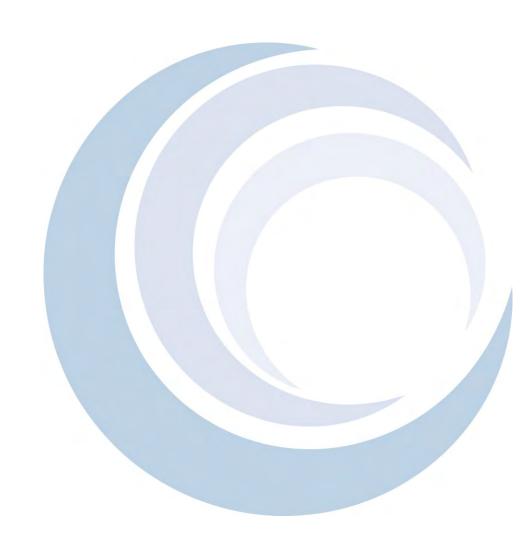
- Analysed and reviewed financial statements and documents provided by holders including forms 1120 and 851, apportionment schedules and Unclaimed Property filings
- Trained new associates to become proficient with Microsoft Office, (Excel, Word, PowerPoint, and Outlook) as well as manipulating Holder auditing models and teaching audit procedures
- Conducted background research about company clients under audit
- Created and analysed documents necessary to the audit process, including: entity revenue matrices, outstanding account balance reviews, VDAs, NDAs, trial balances, and aging reports, reconciliations, extrapolation rates and audit work papers for state clients and Holders
- Worked with in-house counsel to execute NDAs and amendments and analysed highly confidential Holder information



SMITH BARNEY, ASSET MANAGEMENT, NEW YORK, NY

Vice President, Assistant Vice President, Marketing Assistant: 10/1988-6/1996

- Created Client presentations for Rate of Returns, compound interest and capital gains
- Reported monthly, quarterly, and yearly gains/losses for high-net-worth individuals, mutual funds pensions and Taft-Hartley accounts
- Assisted in client status calls and preparation of client quarterly update meetings
- Coordinated executive meetings and organized client statements and files





Ryan J. Coleman, Senior Associate

FLAGLER COLLEGE, ST. AUGUSTINE, FL

Bachelor of Arts: Accounting and Business Administration with a minor in Finance, May 2014

INNOVATIVE ADVOCATE GROUP, INC., RED BANK, NJ

Senior Associate: 5/2022-Present

- Prepare and maintain documents necessary to the audit process, ranging from entity revenue matrices, VDAs, NDAs, trial balances, and aging reports
- Oversee multiple examinations to ensure progress, issues are addressed, and standards related to the methodology are completed
- Monitor current legislation, compliance and technical developments related to unclaimed property matters
- Supervise Associate staff members and assist with procedural review of examinations

Associate II: 6/2020-5/2022

- Responsible for reviewing and making applicable changes to work performed by Associates
- Coordinate and lead status calls with holder
- Ensure client states have accurate and up to date information on the status of audits
- Perform timely review of documentation to facilitate: Issuance of final reports to holder and client states, Report of holder liability to client states, Communication between holder and client states on processes to close examination

Associate: 1/2018-5/2020

- Analyze and review financial statements and documents provided by holders, including forms 1120 and 851
- Review documentation provided by the holder
- Prepare audit work papers for the State and holder
- Monitor audit status and contact holder for outstanding documentation requests
- Conduct background research about company clients under audit
- Create and analyze documents necessary to the audit process, including entity revenue matrices, outstanding account balance reviews, VDAs, NDAs, trial balances, and aging report

758 ROUTE 18 ASSOCIATES LLC.

AR/AP Clerk: 2014-2017

- Prepare monthly rent invoices in a family-owned real estate company
- Posted monthly payment receipts in QuickBooks Pro accounting software
- Coded and entered account payable invoices
- Processed invoices for payment
- Used online banking to monitor company cash flow and reconcile bank
- Interacted with tenants to schedule and dispose of maintenance items

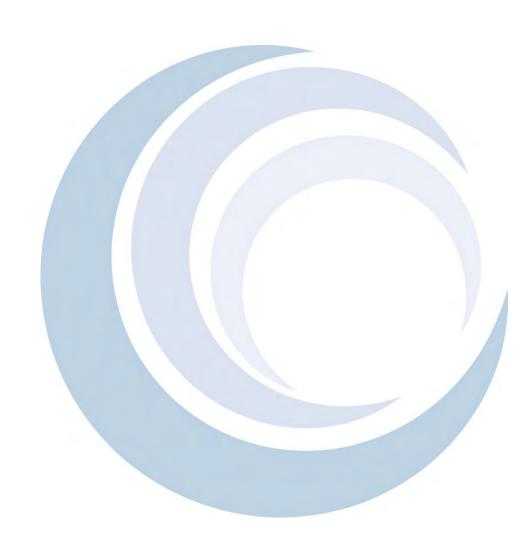


- Maintained current rent roll and interacted with tenants on lease renewals
- Provided current financial information to the company's lenders
- Provided information for the company's accountants for the preparation of financial statements and tax return

JERSEY SHORE MOVING CO

Laborer: 2012-2014

- Packed and shipped work for residential home relocations
- Handling and wrapping of fine china and other breakable items
- Moving of large pieces of furniture for either storage or relocation
- 12 to 15 hours a day of manual labor





Kyle Argent, Associate

SYRACUSE UNIVERSITY, SYRACUSE, NY

Master's Degree, Accounting, December 2019

Bachelor of Science in Business Administration: Accounting, December 2016

INNOVATIVE ADVOCATE GROUP INC., RED BANK, NJ

Associate: 1/2020-Present

- Analyze and review financial statements and documents provided by holders including Forms 1120 and 851
- Facilitate the training and workload of interns and new associates
- Responsible for the inventory and analysis of documents provided by holders, as well as coordinating next-steps in the exam process with team members
- Act as the point of contact for the firm to ensure effective communication of requests and exam progress with holders
- Prepare audit work papers for the State and holder
- Monitor audit status and contact holder for outstanding documentation requests.
- Conduct background research about company clients under audit
- Create and analyze documents necessary to the audit process, including: entity revenue matrices, outstanding account balance reviews, VDAs, NDAs, trial balances, and aging reports

TERZOLO FINANCIAL GROUP, SYRACUSE, NY

Seasonal Tax Employee: 11/2017-12/2019

- Performed data entry of client tax information into tax software
- Created expense spreadsheets in Excel for small business bank statements
- Worked closely with CPAs to address any client questions or concerns

TIME EQUITIES INC, NEW YORK, NY

Tax Intern: 1/2015-12/2015

- Responsible for filing federal and state tax returns
- Input tax information into company Excel databases
- Sorted, copied, and filed various documents
- Worked collaboratively in an office setting



Brandon Distaulo, Associate

Education:

MONMOUTH UNIVERSITY

West Long Branch, NJ Bachelor of Science, Accounting, May 2017

Relevant Experience:

INNOVATIVE ADVOCATE GROUP, RED BANK, NJ

Associate: 11/2021 - Present

- Analyze and review financial statements and documents provided by holder including Forms 1120 and 851
- Review documentation provided by holder
- Prepare audit work papers for the State and holder
- Monitor audit status and contact holder for outstanding documentation requests.
- Research, prepare, and submit State RFPs for Abandoned and Unclaimed Property Contracts
- Conduct background research about company clients under audit
- Create and analyze documents necessary to the audit process, including: entity revenue matrices, outstanding account balance reviews, VDAs, NDAs, trial balances, and aging reports

SHI INTERNATIONAL CORP, SOMERSET, NJ

International Accounts Receivable Specialist: 4/2019 - 11/2021

- Reconcile incoming payment and making sure necessary invoices are closed out
- Manage daily invoice printing and processes
- Issue general ledger entries to transfer funds between divisions or postings to specific accounts
- Work closely with various teams across several departments to ensure smooth job function
- Convert international currency rates on incoming payment
- Successfully assisted in converting most of the companies' large accounts to electronic and EDI invoicing systems

CORNERSTONE CAFE, NEW YORK, NY

Bookkeeper & Night Manager: 11/2016 – 11/2021

- Prepare financial reports by analyzing and summarizing information and determining trends
- Maintain all financial records and balance accounts. Responsible for and support employee scheduling, payroll, and customer relations



Corey Grant, Associate

THE PENNSYLVANIA STATE UNIVERSITY, UNIVERSITY PARK, PA

Bachelor of Science, Economics, December 2019

INNOVATIVE ADVOCATE GROUP, INC., RED BANK, NJ

Associate: 10/2020-Present

- Facilitate the training and workload of interns and at times, new Associates
- Prioritize and coordinate the exam processes with team members
- Conduct background research about company clients under audit
- Review and make applicable edits to call notes and status workplans and reviewing document downloads to prep for next steps
- Prepare audit work papers by analyzing companies' documentation including Form 1120's, Form 851's, balance sheet accounts, income statements, Accounts Receivable Aging's and reconciliations to General Ledger to identify unclaimed property
- Prepare audit work papers for the State and holder
- Monitor audit status and contact holder for outstanding documentation requests

Senior Audit Intern: 5/2018-8/2018

- Prepare audit work papers by analyzing companies' documentation including Form 1120's, Form 851's, balance sheet accounts, income statements, Accounts Receivable Aging's and reconciliations to General Ledger to identify unclaimed property.
- Research public companies to determine the stock transfer agent, the state and date of incorporation, officers and revenues.
- Participate on conference calls with audit companies and compile call notes, and Status Workplans to update their management.
- Manipulate formulas in Microsoft Excel to calculate projected revenue and create pivot tables

ECOLAB, INC. NEW YORK, NY

Territory Manager: 1/2020-10/2020

- Managed NY Sales Territory worth \$700,000
- Responsible for \$75,000 in new business
- Analyze customer service reports and insights while working with customers' restaurant operations and devising unique solutions on advanced cleaning and sanitation processes and programs
- Responsible for installations, repair and maintenance on dish machines and Ecolab dispensing equipment and systems
- Responsible for training customer teams and maintaining that customers' facilities are fully operational



Sean Knoll, Associate

ROWAN UNIVERSITY, GLASSBORO, NJ

Bachelor of Science, Accounting, May 2020

INNOVATIVE ADVOCATE GROUP, INC., RED BANK, NJ

Associate: 4/2021-Present

- Analyze and review financial statements and documents provided by holder including Forms 1120 and 851
- Format models to prepare the files to be sent to holders for review
- Download files from holders and conduct an initial review to present to Associate II's and Seniors
- Review documentation provided by holder
- Prepare audit work papers for the State and holder
- Monitor audit status and contact holder for outstanding documentation requests.
- Research entities to understand what kind of company we are auditing to help the team understand what to expect when conducting the exam and receiving documents
- Create and analyze documents necessary to the audit process, including: entity revenue matrices, outstanding account balance reviews, VDAs, NDAs, trial balances, and aging reports

RUBICON, TINTON FALLS, NJ

Accounting Clerk: 6/2020-4/2021

- Retrieve and update invoices using Microsoft Dynamics NAV
- Contact and maintain an active relationship with vendors
- Pay open invoices to assigned/unassigned vendors
- Assist managers and coworkers to pay due invoices on time

ASGESVAL, VALENCIA, SPAIN

Accounting Intern: 5/2019-7/2019

- Researched and stayed up to date on the differences between accounting methods conducted in the United States, European Union, and Spain
- Researched the Spanish Tax system and complete tasks using Spanish Tax models
- Communicated with Managers and Coworkers effectively across multiple language barriers

MULLER, LONGO & CO. LLC, SOMERDALE, NJ

Accounting Intern: 1/2019-4/2019

- Assisted CPA's during the tax season
- Completed bank reconciliations for local companies
- Contacted and collected relevant tax information from clients
- Submitted local companies cash receipts using QuickBooks



Specializing in Unclaimed Property Examinations

James Lynch, Associate

UNIVERSITY OF TAMPA, TAMPA, FL

Bachelor of Science, Accounting Specialist, May 2018 Bachelor of Science, Criminology, May 2015

INNOVATIVE ADVOCATE GROUP, INC., RED BANK, NJ

Associate: 4/2021-Present

- Perform research on new holders using public resources to gain in depth knowledge before making first contact.
- Assist in the analysis of entity revenue matrices, outstanding account balance reviews,
 VDAs, NDAs, trial balances, and aging reports to determine unclaimed property due by holders on behalf of the state
- Maintain document log necessary to see what is outstanding and received from holders
- Use of Able2Extract to convert files when not sent in requested format
- Analyze and review financial statements and documents provided by holder including Forms 1120 and 851
- Review documentation provided by holder
- Prepare audit work papers for the State and holder

TOWN AND COUNTRY MANAGEMENT, RED BANK, NJ

Junior Accountant: 12/2020-4/2021

- Reconcile monthly financials for housing associations
- Post journal entries for balance sheet accounts for the housing associations (LTR and DMF) as well as accruing for monthly expenses

CHRISTIAN DIOR, DIOR COUTURE, EAST BRUNSWICK, NJ

Temporary Staff Accountant: 8/2019-3/2020

- Reconciled daily sales from lease department stores in North America
- Assist in completing the Monthly AR reconciliation for lease department stores in North America
- Post journal entries for expenses of lease department stores

THE EXCALIBUR GROUP, PERTH AMBOY, NJ

Temporary Staff Accountant: 4/2019-6/2019

- Reconciled fixed assets in anticipation of audit
- Assisted in the reorganization of purchase orders and invoices in preparation for the switch to solely electronic filing

FUSION RECRUIT, RED BANK, NJ

Junior Accountant: 6/2018-2/2019

- Coordinate approval processes of all accounts payable invoices
- Performed general accounting functions, including preparation of journal entries, account analysis, balance sheet reconciliations



Peter Skarzynski, Associate

NEW JERSEY CITY UNIVERSITY, NEW JERSEY, NJ

Bachelor of Science Criminal Justice, May 1993

INNOVATIVE ADVOCATE GROUP, INC., RED BANK, NJ

Associate: 1/2018-Present

- Analyze and review financial statements and documents provided by holders including forms 1120 and 851
- Conduct monthly status calls with the holders to answer any questions and to clarify information
- Performed examinations of Pharmaceutical/Medical holders where I develop comprehensive understanding of the patient/holder relationships in regard to potential unclaimed property
- Diligently document all procedures and tasks that are performed during the examination process
- Prepare audit work papers for the State and holder
- Monitor audit status and contact holder for outstanding documentation requests
- Create holder profiles through extensive research of public documents
- Create and analyze documents necessary to the audit process, including: entity revenue matrices, outstanding account balance reviews, VDAs, NDAs, trial balances, and aging report

BOROUGH OF SAYREVILE POLICE DEPARTMENT, SAYREVILLE, NJ

Police Officer: 11/1993-1/2018

- Plan and execute organizational objectives, organize and schedule shift personnel to achieve objectives in a fiscally responsible manner
- Ensure appropriate staffing, personnel training and development; motivate personnel through personal empowerment and leadership to carry out the mission of the Department and ensure positive outcomes through recognition of achievement and corrective action
- Transitioned department to a comprehensive computer-based reporting system to streamline reporting, record keeping, enforcement and discovery efficiency
- Researched and implemented multiple community service projects including education programs for the Sayreville Board of Education, bike safety and rodeo programs, canine bloodhound unit and DARE car project



State of West Virginia Department of Administration, Purchasing Division

Solicitation No. CRFQ 1300 STO2300000001 Audit Services for Unclaimed Property

EXHIBIT A – PRICING PAGE

Proposal Prepared for Submission on September 6, 2022

Vendor Information:

Vendor Name: Innovative Advocate Group, Inc.

Contact Name: Kelly D'Emilia

Address: 370 State Highway 35, Suite 201

Red Bank, NJ 07701

Email: kdemilia@innovativeadvocate.com

Telephone: (732) 576-7710

REQUEST FOR QUOTATION Professional Auditing Services

EXHIBIT A - PRICING PAGE (Revised 8/30/22)

Vendor affirms by their signature or submission of a bid response that they will accept the fee schedule as listed for all STO mandatory, requested and approved services. All vendor expenses must be included in the established fee schedule and shall not be reimbursed separately.

Note: Vendor is not required to provide services considered Optional. Such response will have no bearing on a contract award.

MANDATORY SERVICES:

Per Section 4.1.21.1: Vendor fees for the identification and collection of unclaimed property will be a flat 10.5 percent (10.5%) of the net unclaimed property remitted to the WV STO.

OPTIONAL SERVICES (Non-mandatory):

Per Section 4.2.10: Compensation: All Vendor fees for the Voluntary Compliance Program will be a flat 9 percent (9%) of the net unclaimed property remitted to the STO. Net unclaimed property is the gross value of all unclaimed property, minus the value of all unclaimed property delivered by the Holder, if any, that otherwise would have been delivered pursuant to the reporting practices of the Holder as they existed prior to the execution of the agreement with Vendor.

Fee: Flat Rate of 9%			
Vendor will offer this service:	Yes_X_	No	
Per Section 4.3.1 : Compensation: Audit Agreed Upon Procedures related to a Holder which is outside of the scope of a multistate audit, West Virginia state specific audit, or Vendor-assisted self-audits will be paid on an hourly basis at the rate of \$100 per hour, and the total cost will be capped in a release order, if selected.			
Fee: Not to Exceed \$100/hour			
Vendor will offer this service:	Yes_X	No	

REQUEST FOR QUOTATION Professional Auditing Services

I/We agree to the established fee schedule for the mandatory services listed within this solicitation and resultant contract award, including any of the selected optional services affirmed above:

Company Name:	Innovative Advocate Group, Inc.	
Printed Name of Signa	Kelly D'Emilia	
President Title of Signatory:		
Signature: Kee	J DEmilia	