

**REQUEST FOR QUOTATION
FOR
Department of Community Affairs (DCA) Housing Strategy Advisor**

**Issued by the
State of New Jersey
Division of Purchase and Property**

Date Issued: January 17, 2013

**Responses Due by 12:00 p.m. Eastern Time on:
Wednesday, January 23, 2013**

**REQUEST FOR QUOTATION (“RFQ”)
FOR
DEPARTMENT OF COMMUNITY AFFAIRS – SANDY HOUSING
CONSULTANT**

1.0 PURPOSE AND INTENT

This RFQ is issued by the State of New Jersey (“State”) Procurement Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the Department of Community Affairs (DCA). The purpose of this RFQ is to solicit quotes from interested qualified firms who can provide a housing strategy advisor.

The intent of this RFQ is to award a federally based contract to that bidder whose quote, conforming to this RFQ, is most advantageous to the State, price and other factors considered.

It is the State’s intent to ensure that all work performed pursuant to this RFQ is eligible for HUD Community Development Block Grant – Disaster Relief (“CDBG-DR”) and/or FEMA Public Assistance grant funding and performed in accordance with relevant HUD and FEMA regulations, policies and guidance. Qualified firms shall possess all required Federal and State licensing.

1.1 BACKGROUND

On October 21, 2012, Governor Chris Christie signed Executive Order 104 (“EO 104”) declaring a State of Emergency in New Jersey related to the aftermath of Superstorm and Post-Tropical Cyclone Sandy, which caused massive property damage and loss of life. On October 30, 2012, President Obama declared New Jersey as a “major disaster area.” The New Jersey Governor’s Office assigned the DCA as the Lead Agency for the State’s housing response and recovery. As the DCA formulates and implements the State’s housing recovery plan, it seeks strategic consulting services designed to support its housing recovery efforts.

The winning Consulting Services contractor would assist the DCA in crafting the State’s overall strategy for housing recovery and community rebuilding, including policy and program design, utilization of all relevant federal funds, drafting the State’s HUD Action plan and drafting related procurement requests for additional services to the State. The contractor which provides the services procured by this RFQ shall not be permitted to bid on any procurement requests which it drafts on behalf of the State.

The contractor should be familiar with the requirements of all federal regulations related to CDBG-DR funds, such as the requirements reflected in the Federal Register Notice of the U.S. Department of Housing and Urban Development, Docket No. FR-5628-N-01 [Federal Register: April 16, 2012 (Volume 77, Number 73)].

1.2 PROPOSAL SUBMISSION

Proposals are to be submitted through the GSA eBuy RFQ process by **Wednesday, January 23, 2013 by 12:00 p.m. EST.**

Subsequent to bid submission, all information submitted by bidders in response to the solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. Because the State proposes to negotiate and/or pursue a Best and Final Offer, proposals will not be made public until the contract award is approved by the Treasurer's office.

1.3 QUESTION AND ANSWER

The Procurement Bureau will accept questions electronically, pertaining to this RFQ, until the time of proposal submission from all potential bidders. Questions shall be directed via email to:

Jackie Kemery
Jackie.Kemery@treas.state.nj.us

Questions regarding the State of New Jersey Standard Terms and Conditions and the New Jersey Travel Regulations and exceptions to mandatory requirements shall be posed during the Question and Answer period and should also contain vendor suggested changes.

Vendors who submit any terms and that conflict with the RFQ terms or the Standard Terms and Conditions and the Travel Regulations as per Section 3.2 of this RFQ will be null and void.

Communications with other representatives of the State regarding this RFQ are prohibited during the submission and selection processes. Failure to comply with these communications restrictions will result in rejection of a firm's proposal.

The State will not be responsible for any expenses in the preparation and/or presentation of the proposals, oral interviews or for the disclosure of any information or material received in connection with this RFQ.

The State reserves the right to reject any and all proposals received in response to this RFQ, when determined to be in the State's best interest, and to waive minor noncompliance in a proposal. The State further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all firms submitting proposals in response to this RFQ. In the event that all proposals are rejected, the State reserves the right to re-solicit proposals.

The State intends to extend the contract[s] awarded to the Division's cooperative purchasing partners. In order for the State contract to be extended to cooperative purchasing partners, the bidder must agree to the extension by executing the Cooperative Purchase Form attached to this RFQ. Also refer to Section 4.4.6 of this RFQ. Although the State, with the assent of the vendor(s), is making the use of any contract resulting from this RFQ available to non-State Agencies, the State makes no representation as to the acceptability of any State RFQ terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.

2.0 DEFINITIONS

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, safety

equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

CDBG-DR – Community Development Block Grant-Disaster Recovery

Contractor – The bidder awarded a contract resulting from this RFP.

Director – Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division – The Division of Purchase and Property.

DRGR – Disaster Recovery Grant Reporting

FEMA – Federal Emergency Management Agency.

HUD – Department of Housing and Urban Development

May – Denotes that which is permissible, not mandatory.

Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory material requirement will result in the rejection of a proposal as non-responsive.

Should – Denotes that which is recommended, not mandatory.

State – State of New Jersey.

State Contract Manager – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work, as set forth in Sections 3.0.

Transaction - The payment or remuneration to the contractor for services rendered or products provided to the State pursuant to the terms of the contract, including but not limited to the following: purchase orders, invoices, hourly rates, firm fixed price, commission payments, progress payments and contingency payments.

3.0 RFQ SCOPE OF SERVICES

Work will be assigned by written task order with pricing based on a not-to-exceed clause.

Contractor shall, under the direction of the DCA, prepare the State's HUD Action Plan or Plans for the utilization of CDBG funds in accordance with the relevant Federal Register Notice related to Superstorm Sandy disaster relief funds; plans shall include scope of work, budget estimates and timelines for recommended programs. The first draft of the Action Plan shall be completed within ten (10) business days of the Contractor starting work under this contract.

Contractor shall provide assistance to DCA in evaluating options for recovery programs, including general assistance with development of policies and programs relating to the rebuilding of communities impacted by Superstorm Sandy, which are not specifically housing programs,

but can be funded with CDBG-DR funds, including programs related to infrastructure, economic revitalization, coastal restoration, planning, public services, etc.

Contractor shall, under the direction of the DCA and in conjunction with relevant state departments or agencies, assist in the review of all relevant federal programs, including both disaster recovery and general assistance programs, and specify how these programs can be most efficiently leveraged by the State in responding to Superstorm Sandy.

Contractor shall, under the direction of the DCA, work with the New Jersey State-Led Disaster Housing Task Force and other state departments and federal agencies to develop a statewide policy that drives overall housing recovery and other CDBG-DR-funded priorities and programs.

Contractor shall, under the direction of the DCA, complete a comprehensive needs assessment that is data-driven and that will identify and assess emerging and unmet housing needs and related challenges. This needs assessment shall include but is not limited to participation in local meetings and interaction with non-profits and/or other local and state organizations.

Contractor shall, under the direction of the DCA, create and/or utilize a data management system compatible with HUD's DRGR system and submit all reports required of the State by that system.

Contractor shall, under the direction of the DCA, develop a housing recovery strategy, both single family and multifamily, including defining and prioritizing the specific needs of communities and tailoring programs to address those needs based upon Contractor's detailed analysis of those needs, damage assessments, demographic data and any other relevant data. Contractor shall also, under the direction of the DCA, develop economic revitalization and infrastructure recovery strategies, including defining and prioritizing the specific needs of communities and tailoring programs to address those needs based upon Contractor's detailed analysis of those needs, damage assessments, demographic data and any other relevant data.

Contractor shall, under the direction of the DCA, have a continuing advisory role in supporting DCA staff and its audit/compliance service provider in overseeing the grant administration and program management/delivery of services for all recovery activities/programs recommended by the Contractor in its housing recovery strategy and related HUD action plans.

Contractor shall assist the State with its interactions with HUD in order to support the housing recovery strategy.

Contractor shall, under the direction of the DCA, identify all waivers that the State should consider requesting under the Stafford Act, the CDBG-DR program and other relevant federal programs.

Contractor shall, under the direction of the DCA, assess and account for the interaction of FEMA Public Assistance (PA) programs with HUD CDBG-DR programs and related disaster recovery resources.

Contractor shall recommend and assist in the development and review of solicitations (RFP, RFQ, or other) for additional services needed by the State in connection with recovery activities and/or activities funded by CDBG-DR funds and to provide support to the State during the

proposal evaluation process; additional services could include, but are not limited to, the augmentation of State management and staff needed to carry out recovery activities or program/project management services related to the implementation of disaster recovery programs.

Contractor shall, under the direction of the DCA, support the State's communications strategy related to the disaster housing recovery plan and the other priority recovery program areas coordinated by DCA.

Contractor shall station an adequate number of key personnel, whose bios shall be included with Contractor's bid proposal, at the offices of the DCA and other state departments and agencies as needed.

3.1 REPORTING AND DOCUMENTATION

The Contractor shall provide and submit to the State all reports and documents as may be necessary to support the provisions of the State's HUD Action Plan in accordance with all relevant requirements, including but not limited to those imposed by HUD, FEMA and the State.

The Contractor shall be responsible for ensuring that all relevant data is compatible with the DRGR system.

The Contractor shall retain all records, documents, and communications of any kind (including electronic in disk or print form) that relate in any manner to the award and performance of this Contract.

The Contractor shall maintain all records related to products, transactions or services under this Contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the Comptroller, for audit and review, upon request pursuant to N.J.A.C. 17:44-2.2 and disclose to other parties for audit and review. Record retention beyond the five year mark may be necessary and will be directed by the State.

The Contractor shall be responsible for providing protective storage of daily or disaster-related documents and reports during the disaster event and shall be available to the State upon request.

3.2 TRAVEL EXPENSES AND REIMBURSEMENTS

Travel Expenses and Reimbursements shall be made to the bidder as follows:

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

- a) Coach class air fare purchased at the lowest reasonably available rate and baggage fees, to include Consultant Deployment and Demobilization Travel;
- b) Meals limited to the maximum current GSA per diem rate (receipts not required but will be supplied if FEMA or other funding agencies require same);

- c) Lodging limited to the maximum current GSA per diem rate to include GSA- or FEMA approved lodging waivers;
- d) Rotation airfare for Consultant employees or approved Sub-consultants will be reimbursed based on the Consultant travel policy which limits each individual to a maximum of one (1) extended weekend trip every two (2) weeks, with up to one (1) trip up every quarter being a trip that can extend up to a week in duration; coach class air fare purchased at the lowest reasonably available rate plus baggage fees. Additional rotations or extensions of rotation duration may also be allowed outside of this rotation policy if deemed cost-effective or for client-recognized holidays, as long as they are approved by the Client;
- e) Mileage for Consultant privately owned vehicles at the current New Jersey rate of 31 cents per mile; and
- f) Car rental, only as approved by State Contract Manager, at rates equal to or lower than the State's rental car contract, M0064, located at http://www.state.nj.us/treasury/purchase/noa/contracts/m0064_12-r-22550.shtml

4.0 REQUIRED COMPONENTS OF THE RFQ QUOTE

Proposals submitted in response to this RFQ should respond to each of the following requests in the order indicated.

4.1 TECHNICAL PROPOSAL

The bidder shall describe its approach and plans for accomplishing the work outlined above in 3.0 RFQ Scope of Services. The bidder must set forth its understanding of the requirements of this RFQ and its ability to successfully complete the contract.

4.2 MANAGEMENT OVERVIEW

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

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

4.3 CONTRACT MANAGEMENT

The bidder should describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan shall

include the bidder's approach to communication with the State Contract Manager including, but not limited to, status meetings, status reports, etc.

4.4 POTENTIAL PROBLEMS

The bidder shall set forth a summary of any and all problems that the bidder anticipates during the term of the contract. For each problem identified, the bidder shall provide its proposed solution.

4.5 ORGANIZATIONAL SUPPORT AND EXPERIENCE

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

The bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including subcontractor's management, supervisory or other key personnel) to be assigned to the contract. Bidder should clearly indicate the specific staff members who shall be providing the direct services to the DCA. The chart should include the labor category and title of each such individual.

4.6 RESUMES

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope as this one. Resumes should include the following:

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

4.7 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE

The bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFQ. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFQ, including experience with state and local governments. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFQ. For each such contract, the bidder should provide two names of individuals (include telephone numbers and e-mail addresses) for the other contract party. Beginning and ending dates shall also be given for each contract.

4.8.1 ADDITIONAL EXPERIENCE OF BIDDER

Bidder should have significant proven experience and a history of successful professional engagements in disaster recovery, including housing policy and program development (single family and multifamily).

Bidder should have extensive understanding of the US Department of Housing and Urban Development (HUD) requirements for CDBG-DR funds as well as FEMA Public Assistance Programs, the Stafford Act and other disaster-related programs.

Bidder should have a thorough understanding of all other housing recovery program requirements, including but not limited to other federal and state agency requirements (when and if applicable under the program component).

Bidder should have thorough understanding of and experience in quantitative data analysis and its application to policy and program planning.

Bidder should have thorough understanding of the environmental and historic issues and requirements relative to the housing recovery efforts as they impact program selection and delivery.

Bidder should have significant experience designing housing recovery efforts related to natural disasters, including but not limited to HUD and CDBG-DR requirements, budgeting, and technical evaluation of both short and long-term priorities.

Bidder should have experience in planning, structuring, organizing and staffing housing recovery efforts in states in the aftermath of a catastrophic event. Bidder should have a proven track record in assisting states in large-scale housing recovery efforts.

Bidder should have experience in working with HUD in the aftermath of major catastrophic events.

Bidder should have experience in drafting, submitting and obtaining approval for HUD Action Plans.

Bidder should be able to demonstrate prior experience and success with all relevant federal and state documentation practices necessary to ensure the receipt and retention of grant funding, in particular CDBG-DR funding.

Bidder should have particular expertise in all CDBG-DR rules and regulations.

Bidder should have significant experience with data management related to Superstorms, tropical storms, or similar natural disasters and experience applying data structures and data analysis to critical decision-making regarding housing recovery policy and programming.

Bidder should have experience in assessing and incorporating into its recovery planning process any mitigation efforts being undertaken in the aftermath of a statewide catastrophic event that has damaged or destroyed dwellings, businesses, critical infrastructure and key resources.

5.0 CONTRACT TERM

The term of the contract shall be for a period of **three (3) years**, with up to five (5) 1-year extensions by the mutual written consent of the contractor and the Director at the same terms, conditions, and pricing at the rates in effect in the last year of the contract or rates more favorable to the State.

5.1 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from both the State Contract Manager and the Director.

In the event of additional work and/or special projects, the contractor must present a written proposal to perform the additional work to the State Contract Manager. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the contractor in its proposal.

The contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the contractor in the contractor's original quote submitted in response to this RFQ. Whenever possible, the price schedule should be a firm, fixed price to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original quote. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the contractor's written proposal, the State Contract Manager shall forward same to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget and NJOIT.

No additional work and/or special project may commence without the Director's written approval. In the event the contractor proceeds with additional work and/or special projects without the Director's written approval, it shall be at the contractor's sole risk. The State shall be under no obligation to pay for work performed without the Director's written approval.

5.2 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Section 4.2 of the State of NJ Standard Terms and Conditions regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

- d. Professional Liability Insurance: The contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the contractor from any liability arising out the professional obligations performed pursuant to the requirements of the contract. The insurance shall be in the amount of not less than \$5,000,000 and in such policy forms as shall be approved by the State. If the

Contractor has claims-made coverage and subsequently changes carriers during the term of the contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

6.0 COST PROPOSAL

As part of its proposal the bidder is to set forth how its GSA hourly rates will be applied to the various services requested within this RFQ. The bidder may offer hourly rates more competitive than its GSA pricing but may not increase said rates.

The Contractor shall not start work on any task until requested to do so by the State Contract Manager.

7.0 FORM OF COMPENSATION AND PAYMENT

Payments to the Contractor will be disbursed following approval by the State Contract Manager in accordance with section 6.0 above. The State reserves the right to negotiate with the bidder, the final fee for services provided under each task order.

8.0 SELECTION PROCESS

All proposals will be reviewed to determine responsiveness. Non-responsive proposals will be rejected without evaluation. The following evaluation criteria categories, separate or combined in some manner, and not necessarily listed in order of significance, will be used to evaluate proposals received in response to this RFQ:

- The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFQ;
- The qualifications and experience of the bidder's management, supervisory or key personnel assigned to the contract, including the candidates recommended for each of the positions/roles required. Evaluation will be on submitted resumes and how well they meet the required skill and education levels as well as on documented experience in successfully completing work on contracts of similar size and scope to the work required by this RFQ;
- The overall ability of the bidder to undertake and successfully complete the contract in a cost efficient yet timely manner. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart; and
- The bidder's cost proposal.

8.1 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

Negotiations will only be conducted in those circumstances where they are deemed by the State to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, bidders are advised to submit their best technical and price quotes in response to this RFQ, because the State may, after evaluation, make a contract award based on the content of these initial submissions, without further negotiation with any bidder.

All contacts, records of initial evaluations, any correspondence with bidders related to any request for clarification, negotiation or BAFO, any revised technical and/or price proposals, and the Award Recommendation will remain confidential until a Notice of Intent to Award a contract is issued.

8.2 ORAL PRESENTATION AND/OR CLARIFICATION OF PROPOSAL

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

After the proposals are reviewed, one, some or all of the bidders may be asked to clarify certain aspects of their proposals. **Bidders must be available for an oral presentation within 24-48 hours of the RFQ opening date and time via teleconferencing or in-person in the State of New Jersey.** A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies or material omissions or revise or modify a proposal, except to the extent that correction of apparent clerical mistakes results in a modification.

Bidders may not attend the oral presentations of their competitors.

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

8.3 STATE CONTRACT MANAGER

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

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

8.3.1 STATE CONTRACT MANAGER RESPONSIBILITIES

The State Contract Manager is the person that the Contractor will contact **after the Contract is executed** for answers to any questions and concerns about any aspect of the Contract. The State Contract Manager is responsible for coordinating the use of the Contract and resolving minor

disputes between the Contractor and the State. The State Contract Manager shall be the central coordinator of the use of the Contract for the State. All persons and agencies that use the Contract must notify and coordinate the use of the contract with the State Contract Manager.

8.3.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor cannot resolve a dispute with contract users.

9.0 ADDITIONAL REQUIREMENTS

The documents listed below must be completed and submitted with the bid quote. Purchase Bureau forms can be downloaded from the Department of Treasury website:

<http://www.state.nj.us/treasury/forms.html#pb>

- Ownership Disclosure Form
- Disclosure of Investigations and Other Actions Involving Bidder Form
- Disclosure of Investment Activities in Iran
- Certification of MacBride Principles and Northern Ireland Act of 1989
- Affirmative Action Employee Information Report or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a federally approved or sanctioned affirmative action program.
- New Jersey's Standard Terms and Conditions
- Vendor Certification - Executive Order #129 Compliance
- Vendor Certification under Public Law 2005, Chapter 51 (formerly Executive Order #134)\
- Cooperative Purchasing Form
- Insurance Certificate

NOTE: A copy of a valid New Jersey Business Registration must be submitted prior to contract award. If not already registered with the New Jersey Division of Revenue, registration can be completed on line at the Division of Revenue website:
<http://www.state.nj.us/treasury/revenue/index.html>

RESPONSE TO QUESTIONS RECEIVED FOR RFQ – DCA HOUSING CONSULTANT

- Schedule: When does the State expect to answer questions? Given the 5-day turnaround for proposals, offeror will need time to assimilate the answers into their responses. **Cut off date for questions was at 12:00 Noon on Friday, January 18, 2012. However, the State will entertain any additional questions up until 3:00 PM, Friday, January 18, 2013. Any additional question will be responded to by 12 Noon on Tuesday, January 22, 2013.**
- Page 2, Section 1.1 states “The contractor which provides the services procured by this RFQ shall not be permitted to bid on any procurement requests which it drafts on behalf of the State.” If a subsequent bid falls under the broad disaster recovery area for which the selected contractor is providing overall support, but the contractor is not involved in the drafting of the specific procurement request, will the contractor be permitted to bid on that procurement? **Yes.**
- Page 3, 1.3 states “The Procurement Bureau will accept questions electronically, pertaining to this RFQ, until the time of proposal submission from all potential bidders.” This statement conflicts with the guidance provided elsewhere on the eBuy site stating “All questions are to be sent to Jackie Kemery at jackie.kemery@treas.state.nj.us by 12 noon on Friday, January 18, 2013.” Please clarify the final date/time to submit questions. **The state has extended its due date to question to 3:00 PM, Friday, January 18, 2013.**
- Page 3, 1.3, states “The State intends to extend the contract[s] awarded to the Division's cooperative purchasing partners. In order for the State contract to be extended to cooperative purchasing partners, the bidder must agree to the extension by executing the Cooperative Purchase Form attached to this RFQ.” Can the State provide a list of the Division’s cooperative purchasing partners? **The State does not have a listing of its Cooperative Purchasing Partners. However you can refer to the following website for a general list. <http://www.state.nj.us/nj/gov/>**
- Pages 3-4, 2.0 references the following: “**All-Inclusive Hourly Rate** – An hourly rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.” Federal approved GSA rates are structured only to cover labor expenses, not reimbursement for other direct costs, travel expenses, etc. Elsewhere the RFP provides guidance for reimbursement of such costs. Please clarify the specific intention behind the inclusion of the reference to an All-Inclusive Hourly Rate. **The State realizes that GSA’s hourly rate pricing is not all inclusive. Therefore, it has been outlined in the Section 3.2 “Travel Expenses & Reimbursements” how the State will pay the contractor for any travel or additional expenses.**

- Page 6, 3.0 states “Contractor shall station an adequate number of key personnel . . . at the offices of the DCA and other state departments and agencies as needed.” Is the contractor required to provide any additional office space or IT equipment? Please clarify. **Contractor is not required to provide office space, but should be able to provide IT equipment as needed.**
- Page 6, 3.1 states “The Contractor shall be responsible for ensuring that all relevant data is compatible with the DRGR system.” Has a specific DRGR system been determined and implemented? If so, please provide a description of the system and the interface requirements. **A specific DRGR system has not been determined or implemented at this time.**
- Page 6, 3.2 references Federal Travel Regulations in the opening, and then states in item e that “Mileage for Consultant privately owned vehicles at the current New Jersey rate of 31 cents per mile.” This NJ reimbursement rate differs from the current FTR-approved rate. Which will apply? **The New Jersey rate of 31 cents per mile.**
- Page 8, 4.6. Would the State consider limiting the number of references required for each resume (typically two-three) as opposed to requiring them for all referenced contracts on each resume? **Yes the State will accept this request.**
- Page 13, 9.0. The referenced Cooperative Purchasing Form does not appear at the provided web link (<http://www.state.nj.us/treasury/forms.html#pb>). Can the State provide a copy of this form? Please use the following link: <http://www.state.nj.us/treasury/purchase/forms.shtml#Vendor>
- Are subcontractors to the Prime bound by the hourly rates published in the Prime’s GSA Schedule? **The State only pays the Prime Contractors and the prime is responsible for its subcontractors therefore the State does not get involved in how the prime pays its subcontractors.**
- Can the Prime offer additional categories for subject matter experts and housing advisors to the classifications and rate structure published in the Prime’s GSA Schedule? **Bidders can only offer categories that are part of its current GSA Contract.**

RESPONSE TO QUESTIONS RECEIVED FOR
RFQ – DCA HOUSING CONSULTANT
PART 2

Page 2, Section 1.0: This paragraph seems to imply that the State anticipates a single, blanket award to cover the entire scope of services. However, section 1.3 states that New Jersey “intends to extend any contract[s] awarded to the Divisions Cooperative Purchasing partners.” Additionally, RFQ Section 3.0 states that work will be assigned by written task order.

- Please clarify if the State intends to make one award to a single contractor for the entire scope, or if multiple awards are contemplated. **The state intends to make one award to a single contractor for the entire scope. Tasks within that scope will be assigned to the contractor via task order. The State of New Jersey Cooperative Purchasing Partners will be allowed to use this contract only if the bidder agrees.**
- If multiple awards are contemplated, is the intention for each award to cover the entire scope, or a particular subset of the scope? **Multiple awards are not being made.**
- Pages 6-7, Section 3.2: In this section, should “Consultant” be considered synonymous with “Contractor” as it is used throughout the document? Or does “Consultant” refer to a specific class of contractor personnel (i.e., part-time contract employees). Please clarify. **The terms “consultant” and “contractor” are used interchangeably.**
- Is it allowable for URS to submit under multiple GSA schedules? For example, our Environmental Services schedule and MOBIS schedule offer different labor categories and rates that would be beneficial to NJ for execution of this contract. Can we offer rates from both of these schedules? **Yes you may use two schedules in preparing your RFQ.**
- Section 2 Definitions (Page 3) includes a definition for an all-inclusive hourly rate. Section 3.2 (Page 6) provides instructions on travel expenses and reimbursements. Section 6 (Page 11) states that rates in excess of GSA pricing cannot be used. Is there a requirement for offerors to include all-inclusive rates? **No. This is just a general definition the State uses as part of its template language.** If travel and other direct expenses are included in the labor rates, the labor rates may exceed the rates in the GSA schedule and the standard for reimbursement of HUD expenses may not be met. **Please refer to Section 3.2 for the Travel and Reimbursement language.**
- Are you requesting that the Technical and Cost Proposals be separate documents? **No they can be part of the same proposal.**
- In 4.0 of the RFQ, are the sections titled Management Overview, Contract Management, etc. effectively subsections that are part of the Technical Proposal, or is the Technical Proposal section (and the list of requirements there) on equal footing with the other sections in 4.0? If the Technical Proposal section is on equal footing as Management Overview section, can you provide additional detail on how you would like these two sections to differ? **Under Section 4.4.3, Technical Proposal, there are a number of subsections that relate directly to Section 4.4.3. Therefore, as**

stated in Section 4.4.2, the bidder should use those subsections to describe how it intends to accomplish the work outlined in RFQ Section 3.0.

- How is the technical approach to be covered in Section 4.1 of the RFQ response intended to differ from the technical approach referenced in Section 4.2 of the RFQ? **In Section 4.1 Technical Proposal – bidders are to address each item in detail in Section 3.0 and 3.1 of the RFQ where as Section 4.2 Management Overview bidders are to address how the company’s management will handle what is address in the technical proposal of the RFQ.**