



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
PO BOX 230
TRENTON, NJ 08625-0230

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

JIGNASA DESAI-MCCLEARY
Director

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

May 9, 2013

To: All Interested Bidders

Re: RFQ
HOUSING PROGRAM IMPLEMENTATION STRATEGY ADVISOR FOR THE STATE OF NEW JERSEY, DEPARTMENT OF COMMUNITY AFFAIRS

Proposal Submission Due Date: **May 15, 2012** (2:00 p.m.)

ADDENDUM #1

The following constitutes Addendum #1 to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions.

Part 2: Additions, deletions, clarifications and modifications to the RFQ

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFQ.

All other instructions, terms and conditions of the RFQ shall remain the same.

PART 1

RFQ HOUSING PROGRAM IMPLEMENTATION STRATEGY ADVISOR FOR THE STATE OF NEW JERSEY, DEPARTMENT OF COMMUNITY AFFAIRS

Answers to Questions

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFQ page number(s) and section where applicable.

1. Section 1.1 - Page 2 and 3.

Question: "Finally, the Bidder awarded this contract must ensure that all subcontractors that work in its behalf are licensed, bonded, and insured pursuant to State and Federal law, HUD requirements, and FEMA requirements as applicable."

Can you please elaborate / expand / define the expected bonding requirements for potential subcontractors?

Answer: See Part 2 of this Addendum for additional information regarding the bonding of subcontractors?

2. Section 1.2 - Page 3.

Question: It is the State's intent to ensure that all work performed pursuant to this RFQ is eligible for HUD grant funding.

Part 1: Please clarify the intent of this statement as to whether you are focused on grant recipients who will receive funding from DCA from the CDBG-DR program or whether you are including Federal, State and/or Local funding received by the awardee during the execution of tasks issued as a result of this RFQ?

Part 2: Please clarify whether or not it is the State's intent that the awardee for this RFQ will be a grantee/subgrantee.

Answer: It is the State's intent that awardee be a contractor with the State paid from the State's CDBG-DR Administrative funds. Awardee will not be a grantee/subgrantee

3. Section 1.4 - Page 4.

Question: Quotes submitted with any material terms that conflict with the RFQ terms, the New Jersey Standard Terms and Conditions, which is specifically incorporated in this RFQ, and/or the Travel Regulations may be null and void.

Does this statement imply bidders should provide a detailed redline of the New Jersey Standard Terms and Conditions with their submissions? If so, could you please elaborate on what you would consider to be 'material terms that conflict'? Any actual examples you can provide from recent bids of material terms that conflicted and which resulted in disqualification would be very helpful.

Answer: No. The compliance with the NJ Standard Terms and Conditions is mandatory material requirement and any modification to them will not be accepted by the State.

4. Section 2 - Page 7.

Question: 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

Part 1: Please clarify whether you will require the awardee of this RFQ to select and provide actual products or services and the type of products or whether this statement refers to purchases by individual grantees. Secondly, please clarify when and how commission, progress and contingency payments will be required under a GSA Schedule?.

Answer: No, the terms of the contract do not provide for contractor provision of actual products. The terms of the contract also do not call for the payment of commissions. It is anticipated the contractor will be paid its respective GSA rates, or lower if so bid, for hours billed on each Task Order.

5. Section 4.1 - Page 10.

Question: This Section mentions the title "Solicitation for Management of Intake, Eligibility, Incentive, and Close-Out for: Incentive, RREM, and Small Rental Programs". Should the title on the cover page be "Housing Program Implementation Strategy Advisor for the State of New Jersey Department of Community Affairs ("DCA")"?

Answer: Yes, the title on the Coverpage should be:

"Housing Program Implementation Strategy Advisor for the State of New Jersey Department of Community Affairs ("DCA")"

6. Section 4.10 - Page 13 and 14.

Question: Given this is a Task Order contract and there is no certainty the State will task work in all Scope of Services areas, proposers cannot identify the percent of work subcontractors will perform in any given area.

Will the State change the requirements in Section 4.10 (the Bidder should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor in the Subcontractor Utilization Form (see Section 10, Additional Requirements/Forms)) to just include a listing of the proposed subcontractors, their small business status, and the area of work they will support.

Answer: The bidder must identify those subcontractors it intends to use within its proposal. A bidder should, based upon its experience in performing work on projects of a size and scope similar to this RFQ, estimate the percentage of subcontractor effort.

7. Section 4.2 - Page 10.

Question: Confirmation that, if awarded the contract, the bidder acknowledges its complete responsibility for the entire contract, including payment of any and all charges resulting from the contract. Please clarify what this means.

Answer: The contractor shall assume responsibility for all work under the RFQ, including that work performed by any subcontractors.

8. Section 4.3 - Page 10 and 11.

Question: Given that the RFQ does not include a schedule, specific Task Orders or a Program level work plan, would the State consider deleting the requirement to provide "ramp-up and scale down projections for the duration of the Program" (page 11)? If not, please provide additional information that will allow us to estimate the labor needs over time.

Answer: No. A bidder must provide ramp-up and scale-down projections. A bidder should use its best judgement in determining its estimate of what will be needed based upon its experience. The Bidder should consider referring to Section 3.1.1, Staff Task Orders, when developing a ramp up or scale down plan.

9. Section 4.4 - Page 11 and 12.

Question: Section 4.4 of the RFQ states that “[b]idders must submit a plan with this Quotation to the State regarding HUD’s Section 3 Program (Section 3 Regulations: 24 CFR 135) as applicable.” According to HUD’s website, “Section 3 applies to all projects and activities involving housing construction, rehabilitation, or other public construction that is funded with covered HUD funding” and “Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for new employment, contracting, or training opportunities.” Given that the purpose of this RFQ is “to obtain competitive quotes from qualified GSA bidders to provide project management services in order to implement Community Development Block Grant (CDBG) Disaster Recovery (DR) programs, including tasks related to program implementation and staff augmentation in accordance with the DR Action Plan (“Action Plan”) submitted to the U.S. Department of Housing and Urban Development (HUD),” and not for the provision of “housing construction, rehabilitation, or other public construction,” does the State agree that HUD Section 3 and its requirements are inapplicable to this RFQ?

Answer: We encourage all vendors to hire in accordance with HUD Section 3 provisions.

10. Section 4.4 - Page 11 and 12.

Question: Section 4.4, According to HUD’s website <http://www.hud.gov/offices/fheo/section3/FAQ08.pdf>, “a Section 3 covered project is a project that involves the construction or rehabilitation of housing (including reduction of lead-based paint hazards), or other public construction such as street repair, sewage line repair or installation, updates to building facades, etc.” This RFQ is an advisory services contract. Please confirm that the Section 3 requirements are not applicable to this procurement because the project does not involve construction or rehabilitation

Answer: See answer to Question 9 above.

11. Section 4.6 - Page 12.

Question: Are we correct in that Section 4.6 the proposer should provide information about personnel and Section 4.7 should contain the resumes.

Answer: Yes. RFQ Section 4.6 refers to an organizational view of the staff. RFQ Section 4.7 identifies the specific individuals performing the work of the RFQ.

12. Section 4.7 - Page 12.

Question: The RFQ asks for detailed resumes “for all management, supervisory and key personnel”. Do you want the resumes of every team member in the RFQ format?

Answer: The State is requesting resumes of management, supervisory, and key personnel. A bidder should use its best judgement in presenting resumes of its personnel. Section 4.7 of the RFQ does not provide a format, only a listing of what the bidder should include in the resumes.

13. Section 4.7 - Page 12.

Question: May representative resumes be included for more junior Contractor employees who will not be "Key Personnel"?

Answer: Yes, resumes may be included for junior employees.

14. Section 4.7 - Page 12.

Question: Would the State consider limiting the number of references required for each resume (typically two) as opposed to requiring them for each contract included on the resume?

Answer: A reference is required for each similar project listed in the in the resume.

15. Section 4.8 - Page 12.

Question: On page 12 of the RFQ it states that Bidder provide a comprehensive listing of contracts (minimum of three). Is there a limit to the number of contracts that may be provided? If not, is there a suggested number?

Answer: There is no limit to the number of past/current contract; a bidder should use its best judgement in determining the number of references best demonstrates its experience in successfully performing projects of a size and scope similar to this RFQ.

16. Section 4.6 and 4.8 - Page 12.

Question: Section 4.6 and 4.8 appear to have redundant requirements as each requests experience and organizational references, including contact names and phone numbers. Please clarify whether the State wants company experience information in both sections or whether the information presented in Section 4.6 should focus on organization and personnel and Section 4.8 should focus on company experience.

Answer: See ansSection 4.6 is referring to those individuals within your firm that will be involved in the operation of this project. The Evaluation Committee will be reviewing what expertise do those individuals bring to the project and what experience do they have in other projects and what role did they play in those projects of similar size and scope. Section 4.8 serves to identify similar projects that your firm has successfully completed. There are situations where identified employees have not worked on the company identified projects.

17. Section 5.2 - Page 15 and 16.

Question:

1) Please clarify what is meant by "final ownership status of records".

2) Additionally, what is the difference between the deliverables to be produced for the State and the "records, reports, documents, or other material related to the Program" referred to in this Section?

Answer:

1) The State is the final owner of all records.

2) Deliverables refers to tasks required by Task Order. "Records, reports, documents, or other material related to the Program" refers to documents produced by awardee in performing the deliverables required in each Task Order.

18. Section 5.1 - Page 15.

Question: The Contract Term is specified as two (2) years with up to three (3) one year extension times. Is it permissible to propose a shorter timeline, such as 6 months?

Answer: No. All bidders will be bidding on the same timeline, the timeline identified in RFQ Section 5.1.

19. Section 5.1 - Page.

Question: Section 5.1 requires that rates for option years 3-5 remain at the levels established in Year 2. Our MOBIS schedule establishes rates for multiple years. Would the State consider allowing bidders to provide proposed MOBIS rates for years 3-5 rather than capping the rates for years 3-5 at the year 2 rates?

Answer: The State will consider proposed MOBIS rates for years 3-5.

20. Section 5.7 - Page 17.

Question: How much time after contract award will the successful bidder be given to implement a compliant records retention plan?

Answer: 14 days. Please see Part 2 of this Addendum for additional information.

21. Section 7 - Page 20.

Question: Under Section 7.0, "Selection Process," the RFQ states the following: "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 quote." There appears to be no requirement anywhere else in the RFQ for an "organizational chart" to be submitted. Is an organizational chart required and what should be included on a bidder's organizational chart?

Answer: Yes. Bidders must provide an organizational chart which reflects the team that will be provided to satisfy the requirements of this RFQ. See Part 2 of this Addendum for additional information related the organization chart.

22. Section 7 - Page 20 and 21.

Question: Under Section 7.0 it states that bidders will be evaluated based on "Experience in successfully completing contracts of a similar size and scope to the work required by this RFQ." Then, under Section 7.1.1 (b) it states that the State will evaluate "[t]he bidder's documented experience in successfully completing contracts of a similar size and scope specifically related to HUD Disaster Recovery and strength of other related programs." Can the agency please confirm that bidders will receive equal credit for experience completing contracts in similar size and scope to the work required by this RFQ even if not specifically related to HUD?

Answer: Although evaluation criteria is based on successful completion of HUD Disaster related contracts of similar size and scope, other programs with similar complexity will be considered in the evaluation process.

23. Section 7.1 - Page 20.

Question: Under Section 7.1, the RFQ states that "[t]he State reserves the right to seek clarification from Bidders when deemed appropriate to understand the intent of certain points in one or more quotes." If the State seeks clarifications from one bidder will it seek clarifications, or conduct discussions, with all bidders? Similarly, if negotiations are held with a bidder under Section 7.3, will negotiations be held with all bidders?

Answer: No, the Evaluation Committee will seek clarification from bidders on an as-needed basis only. Regarding negotiations, only those bidders that are in the "Technical Competitive range", after technical scoring, will be selected for negotiation and/or a Best And Final Offer (BAFO).

24. Section 7.2 - Page 21.

Question: Is there any time during the Orals that the contractor may ask questions? If so, when?

Answer: Oral presentations are reserved as a mechanism for the State to seek final clarification and determine compatibility with the final groups identified by the Committee as being potential firms. Oral presentations are not guaranteed. The oral presentations are generally structures in such a way to provide an equal footing for those firms invited. Therefore, similar questions will be asked of all the participating firms. Questions are reserved for the Q&A period.

25. Section 7.2 - Page 21.

Question: If an Oral Presentation is required under Section 7.2, how much notice will a bidder have?

Answer: If oral presentations are deemed necessary, a bidder should expect notice of a no more than couple of days as this procurement is on a time sensitive schedule and a contract award is anticipated very quickly.

26. Section 3.1.1 - Page 8.

Question: Provide assistance, as directed by DCA, to Sub-recipient agencies and Program Partners receiving CDBG grant money via DCA.

As certain sub-recipient agencies may be current audit clients of many eligible vendors in this competition, would the State consider a mitigation plan to address potential conflicts of interest "in compliance" with this requirement in response to this RFQ?

Answer: Yes.

27. Section 3.1.1 and 3.1.2 - Page 8.

Question: Can you clarify as which of the following will be provided by DCA:

A. For staff supporting 3.1.1 – Staff Task Orders

- Office space?
- State furnished computers?
- Access to DCA internet and Wi-Fi system?

B. For staff supporting 3.1.2 – Staff Augmentation

- Office space?
- State furnished computers?
- Access to DCA internet and wifi system?

Answer:

A.

- Yes,
- No,
- No

B)

- Yes,
- Yes,
- Yes

28. Section 3.1.2 - Page 9.

Question: This may encompass multiple, unspecified personnel for unspecified tasks.

In order to present a qualified, diverse team with probable subcontractors, we would need to understand the professional services you anticipate to require staff augmentation for. Can you please specify these services? How would you prefer bidders propose a remuneration schedule that would be priced accordingly?

Answer: Contractor should be aware that not all necessary tasks required by this RFQ are foreseeable as the circumstances of each disaster are unique. A bidder should use its best judgement in presenting a proposal. The State can evaluate the cost of unspecified tasks by reference to the bidders GSA schedule and hourly rates.

29. Section 3.3 / 3.2 / 3.3 - Page 7, 8, and 9.

Question: "The contractor shall act as an advisor for the DCA in implementing programs in response to the HUD Action Plan".

The question is: The scope of services described in 3.1, 3.2 and 3.3 appear to be high level programmatic / advisory / administrative functions. Is it the intent of this RFQ to have the successful bidder also provide "project management" (i.e. rebuilding coordination /construction management / architectural / engineering services) or will these type of functions be defined in a future RFQ/RFP?

Answer: No. It is not the intent of the RFQ to have the successful bidder perform construction management, engineering services, rebuilding coordination, architectural services or similar services. The successful bidder will perform an advisory function which could include project management.

30. Section 4.6 and 4.8 - Page 12.

Question: What does the State see as the difference between what bidders should provide for 4.6 Organizational Support and Experience and Section 4.8 "Experience of Bidder on Similar Contracts?"
• May a Bidder use the same references in both Tab 5 and Tab 7?

Answer: Please refer to the response to # 16.

31. Section 5.5.1 - Page 17.

Question: 1) How will the determination of satisfactory performance be made?
2) Will mutually agreed upon qualitative/quantitative performance criteria be established in a task order?

Answer: 1) An Evaluation Committee will be convened and a thorough review of the proposals will occur. Subsequent to the review of the Evaluation Committee, a scoring of the proposals will take place based on the criteria contained in RFQ Section 7.1.1.

2) Yes

32. Section 5.5.1 - Page 17.

Question: Section 5.5.1 contains a 10% retainage requirement which appears to withhold 10% of all invoices until the completion of a contract year. In our experience this is often used in construction contracts but is unusual for an advisory services contract. Further, payment is predicated on "satisfactory completion" which is not defined.

a. Would the State consider deleting the retainage requirement since this is not a construction contract?

b. If the state is unwilling to delete the retainage requirement, is the state willing to consider an alternative such as retainage for 60 days?

c. If the state is unwilling to delete the retainage requirement, please provide clarification about the acceptance criteria to determine "satisfactory completion," which will be used by the State Contract Manager to determine whether to make payments.

Answer: The State will not consider the modifications presented in parts "a" and "b" of this question. "Satisfactory completion" means completion of the task to the approval of the State Contract Manager.

33. Section 7 and 7.1.1 - Page 20 and 21.

Question: Under Section 7.0, "Selection Process," the RFQ lists the following "evaluation criteria categories": "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 of 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." Separately under Section 7.1.1, "Evaluation Criteria," the agency lists three specific criteria the evaluation team will look at "Personnel," "Experience of firm," and "Ability of firm to complete the Scope of Work based on its Technical Quote." Could the agency please clarify how it interprets the criteria listed under Sections 7.0 and 7.1.1.? Specifically, which section governs the criteria under which bidders' quotes will be evaluated and what is the agency's position regarding the interplay between the two sections (i.e. does one clarify or supersede the other)?

Answer: Section 7.0 is a summary of the requirements as set forth in Section 7.1.1. The Committee will be basing its evaluation on the criteria set forth in RFQ Section 7.1.1.

34. Attachment 1.

Question: Given that this is a task order driven project, we are unclear how to provide an estimate of the number of FTEs as requested in Section 4.3, page 11 or the number of proposed staff for the table on Attachment 1. Would the State consider dropping the requirements and as an alternative request a Level of Effort chart showing estimated hours by person for an assumed 60 work day Start-Up Task issued pursuant to Section 3.3.1 Task Order?

Answer: No. A bidder shall supply an estimate of FTEs it feels will be necessary to provide the advisory component of the RFQ. Since the State is unsure of its Staff Augmentation needs, Bidders need only provide an estimate of the number of FTEs it believes would be necessary to begin this task when requested. A bidder should use its best judgment in its estimations based upon its experience in successfully performing contracts of a size and scope similar to this RFQ.

35. Attachment 1.

Question: Cost proposal, Attachment 1. It is our understanding that this project is being procured under MOBIS Schedule 874.1.

a. Given the broad nature of the potential task orders and staff augmentation positions, would it be acceptable for bidders to provide hourly rates for the labor categories included in their MOBIS contract and to indicate which key staff would charge their time to each MOBIS labor category? This would provide greater flexibility to appropriately match staff to labor categories as task orders are issued.

b. Our MOBIS rates are premised on a federally audited and approved indirect cost structure which allows G&A to be recovered on travel and ODCs. Given the MOBIS rate structure will the State permit ODCs and travel to be invoiced at cost plus our government approved G&A?

Answer: a. Yes b. No

36. Attachment 1

Question: Under Attachment 1.0 it includes a cost Schedule, which lists staff classification for contractors to bid. In the event an offeror does not have a staff classification on its schedule, would the DCA allow contractors to either (i) propose a contractor teaming agreement with another GSA Schedule holder; or (ii) propose labor categories not on its schedule?

Answer: The bidder must complete the Price Schedule as it is constructed. However, bidders are free to subcontract with other firms to meet the requirements of the RFQ.

37. Section Attachment 1.0 - Page Attachment 1.0.

Question: Under Attachment 1.0 it provides a table for offers to complete with staff classifications and associated hourly rate. If a contractor's GSA Schedule uses labor categories with pricing based on teams per week (i.e., weekly fees for teams of various sizes), is it permissible to propose team-based labor categories as the method for providing labor category pricing to the DCA? If not, please provide guidance on an acceptable alternative.

Answer: The bidder must complete the Price Schedule as it is constructed. However, bidders are free to subcontract with other firms to meet the requirements of the RFQ. In addition, bidders are free to include other similar professional titles that may fit into the eight categories listed on the Price Schedule.

38. Section Gen - Page.

Question: Section 3.1.2, 4.3, 4.7, 5.11, 7.0 and 7.1.1, all refer to "key personnel" yet the term "key personnel" is not defined by the RFQ. Please clarify which positions constitute key personnel.

Answer: The quote submitted should identify those persons which a bidder has determined as best demonstrating a staffing composition that fulfills integral/key functions in meeting the requirements of the RFQ.

39. Section - General.

Question: In addition to the dates and timelines specified in the RFQ, are there any other dates important to the project for which specific deliverables or tasks must be completed?

Answer: Not at this time.

40. Section - General.

Question: Who will be the "Executive Sponsor(s)" of the effort?

Answer: There is no mention of an "Executive Sponsors" in the RFQ; therefore, can not provide an appropriate response to your question. The point of contact for the contractor will be the State Contract Manager.

41. Section - General.

Question: Will there be a "Steering Committee" or other governance structure for the effort in addition to the executive sponsor as identified in the previous question?

Answer: "Steering Committee" and "Executive Sponsor" do not exist in the RFQ; therefore, the State cannot provide an appropriate response. The point of contact for the contractor will be the State Contract Manager.

42. Section - General.

Question: Will the State provide internal staff and/or a project manager to work with the contractor?

- If so, what is the anticipated level of NJ resource (e.g., 3 FTE's, .5 FTE's, etc.)?

Answer: Yes, DCA will make its personnel available to work in conjunction with the contractor as DCA deems necessary. The State cannot prospectively provide an estimation of full-time-equivalents. The State Contract Manager will serve as the point of contact.

43. Section - General.

Question: What process does the State anticipate for making decisions on the recommendations (i.e., Who will be involved? What will be the key steps? How long will it take?)?

A. What role, if any, does the Department anticipate the Contractor will play in this process?

Answer: All decisions will be made by the DCA in a time frame as appropriate for each query. The contractor shall provide its recommendations to the State Contract Manager for use by DCA in determining ultimate decisions.

44. Section - General.

Question: When does NJ anticipate that implementation may begin?

Answer: Immediately following award of the contract.

45. Section - General.

Question: Will recipients under the large multi-family, neighborhood revitalization, and FEMA match allocations have the ability to hire project managers of their choosing, following requisite procurement requirements, for the projects to be funded under these programs, or will needed project management assistance be provided or selected by the contractor selected as the “advisor” to DCA in implementing programs in response to the HUD Action Plan.

Answer: The contractor will not be required to supply project management to the recipients of any programs.

46. Section ST&C - Page ST&C.

Question: Would the State consider including a limitation of liability clause in the Special Contractual Terms and Conditions?

Answer: “Yes. The State agrees to a limitation of liability at two (2) times the value of the contract.

47. Section 4.11 and Cost Quotation - Page 14.

Question: Tab 10 on page 14 of the RFQ requests a Cost Quotation. Does the State want the Cost Quotation to be included in the same file/volume as the technical narratives (Tabs 1-9) or in a separate file/volume?

Answer: The State has no preference as to whether the cost quotation is included in the same file or not.

48. Section 4.9 and 4.10 - Page .13 and 14

Question: Given the task order nature of this project, the small business subcontract requirements, and the potentially large number of subcontractors, please confirm what information is needed for each subcontractor.

1) Resumes for the subcontractor’s management, supervisory and key personnel? As an alternative, would it be acceptable to provide resumes for the primary staff the subcontractor proposes to assign to tasks under the contract?

2) Comprehensive list of subcontractor’s projects? Would it be acceptable to substitute a short description of the firm and the type of work accompanied by two references?

3) Additional experience for the categories a-i in section 4.9? Would the government consider limiting this section only to the prime contractor?

Answer:

- 1) Yes
- 2) No
- 3) No

PART 2

RFQ

HOUSING PROGRAM IMPLEMENTATION STRATEGY ADVISOR FOR THE STATE OF NEW JERSEY, DEPARTMENT OF COMMUNITY AFFAIRS

Additions, Deletions, Clarifications and Modifications to the RFQ

1. Section 1.1 – Page 2 and 3

The following language shall be deleted:

*Finally, the Bidder awarded this contract **must** ensure that all subcontractors that work on its behalf are licensed, bonded, and insured pursuant to State and Federal law, HUD requirements, and FEMA requirements as applicable.*

and replace with:

*Finally, the Bidder awarded this contract **should** ensure that all subcontractors that work on its behalf are licensed, bonded, and insured pursuant to State and Federal law, HUD requirements, and FEMA requirements as applicable.*

2. Section 5.7- Page .17

The following language is added:

Within 14 calendar days of contract award, the Contract shall develop a compliant Records Retention Plan (RRP) that must be approved by the State Contract Manager.

3. Section 7.0 - Page .20

The following language is added:

Organization Chart

a. Contract-Specific Chart. The bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including subcontractor management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.



**REQUEST FOR QUOTATION
FOR
Housing Program Implementation Strategy Advisor for the State of New Jersey
Department of Community Affairs (“DCA”)**

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

Date Issued: April 29, 2013

**Responses Due by 12:00 p.m. Eastern Time on:
Wednesday, May 15, 2013**

**REQUEST FOR QUOTATION
FOR
Housing Program Implementation Strategy Advisor for the State of New Jersey
Department of Community Affairs (“DCA”)**

1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Quotation (“RFQ”) is issued by the State of New Jersey (“State”) Procurement Bureau, Division of Purchase and Property (“DPP”), Department of the Treasury on behalf of the Department of Community Affairs (“DCA”). The Purpose of this RFQ is to obtain competitive quotes from qualified GSA bidders to provide project management services in order to implement Community Development Block Grant (CDBG) Disaster Recovery (DR) programs, including tasks related to program implementation and staff augmentation in accordance with the DR Action Plan (“Action Plan”) submitted to the U.S. Department of Housing and Urban Development (HUD). It is anticipated that these advisory services will be provided both on-site at DCA or in other statewide locations, as well as remotely via phone or email/internet.

The State of New Jersey Standard Terms and Conditions (“NJSTC”), as well as the Community Development Block Grant Disaster Recovery (“CDBG-DR”) regulations and the New Jersey DCA CDBG-DR Action Plan (“Action Plan”), as approved by Department of Housing and Urban Development (“HUD”), shall apply to all contracts or purchase agreements made with the State of New Jersey (“State”).

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. The State considers the contract it will be issuing to be “federally-based” as the State is defining its universe of potential bidders from GSA Schedules and the ensuing contract is ultimately, State-issued. The State, however, reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State’s best interest.

HUD allocated to New Jersey an initial \$1,829,520,000 in CDBG-DR funds to be used to help recover from the federally declared disaster that occurred as a result of Superstorm Sandy in 2012 and the State intends to utilize a portion of these funds contingent upon the State’s Action Plan being approved by HUD. The State submitted an initial Action Plan for DR to HUD which can be found at www.nj.gov/dca. In the event that Hazard Mitigation Grant Program (“HMGP”) funds are awarded to the State from Federal Emergency Management Agency (“FEMA”), these funds may be coupled with the CDBG-DR funds and the Contractor may perform a coordination role.

In its efforts to expedite time-sensitive recovery needs, the State is operating under a two-year timeline for the full draw of funds to eligible projects (by approximately May 1, 2015). The Bidder awarded this contract shall be fully aware and ready to execute the Contract. Additionally, the Bidder awarded this contract shall fully comply with all Deliverable Milestones and Performance Guarantees as referenced in Section RFQ 5.5.2 of this RFQ. Finally, the Bidder awarded this contract must ensure that all subcontractors that work on its behalf are

licensed, bonded, and insured pursuant to State and Federal law, HUD requirements, and FEMA requirements as applicable.

A quote may include multiple service providers, but must include only one Bidder; all other entities are considered subcontractors.

1.2 BACKGROUND

On October 27, 2012, Governor Chris Christie signed Executive Order 104 declaring a State of Emergency in New Jersey related to the impact of Hurricane Sandy, which caused massive property damage and loss of life. On October 30, 2012, President Obama declared a major disaster for New Jersey, DR-4086, thereby qualifying New Jersey for federal disaster assistance funds. The Governor's Office assigned the DCA as the lead agency for the State's housing response and recovery. As the Lead Agency, the DCA formulates and implements the State's housing recovery plan. As the DCA moves into the recovery phase in the aftermath of the storm, it seeks quotes from Bidders to provide critical services.

The State has worked diligently to craft an effective housing response and recovery HUD Action Plan in a timely manner. New Jersey submitted the final Action Plan on March 27 to HUD for review and approval. HUD has up to 45 days to approve the Action Plan, but has stated that it intends to work closely with New Jersey to conduct an expedited review process. Therefore, the State anticipates that the Action Plan should be approved in April or early May. The Plan can be viewed by clicking on the link immediately below:

<http://www.state.nj.us/dca/announcements/pdf/CDBG-DisasterRecoveryActionPlan.pdf>

On February 2, 2013, DPP on behalf of DCA, awarded a contract to CDM Smith, Inc. to 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 awarded this contract will be expected to assist the DCA in implementation of the programs and staff augmentation related to the HUD Action Plan.

It is the State's intent to ensure that all work performed pursuant to this RFQ is eligible for HUD grant funding and performed in accordance with HUD regulations, policies and guidance. Qualified firms shall possess all required Federal and State licensing.

Any State or Federal suspension, debarment, or disqualification action against a Contractor or any member of the contractor's team will render them ineligible to participate in this Contract.

1.3 QUOTATION SUBMISSION

Quotes are to be submitted through the GSA eBuy site and are pursuant to State law that authorizes the Director of DPP to promulgate Federal Supply Schedules. Quotes are due on **Wednesday, May 15, 2013 by 12:00 p.m. EDT.**

Qualified GSA bidders may also submit quotes via email to roy.hambrech@treas.state.nj.us or via first class mail to:

Department of the Treasury
Division of Purchase and Property – 9th Floor
33 West State Street
Trenton, NJ 08625

Bidders are to include the RFQ # on the outside of each package sent in via first class mail.

Subsequent to response 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, quotes will not be made public until the contract award is approved by the Treasurer's office.

Any proprietary and/or confidential information in your quotations will be redacted by the State. A bidder may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the bidder has a good faith legal and or factual basis for such assertion. The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the bidder accordingly. The location in the proposal of any such designation should be clearly stated in a cover letter. The State will not honor any attempt by a bidder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the bidder's assertion of confidentiality with which the State does not concur, the bidder shall be solely responsible for defending its designation.

1.4 QUESTION AND ANSWER

The Procurement Bureau will accept questions electronically, pertaining to this RFQ, until **12:00 PM on Monday, May 6, 2013**. Questions shall be directed via email to:

Roy Hambrecht
roy.hambrecht@treas.state.nj.us

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

Quotes submitted with any material terms that conflict with the RFQ terms, the New Jersey Standard Terms and Conditions, which is specifically incorporated in this RFQ, and/or the Travel Regulations may 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 Bidder's quote.

The State will not be responsible for any expenses incurred by Bidders in the preparation and/or presentation of the quotes, 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 Quotations received in response to this RFQ, when determined to be in the State's best interest, and to waive minor irregularities in a Quotation. The State further reserves the right to make such investigations as it deems

necessary as to the qualifications of any and all Bidders submitting Quotations in response to this RFQ. In the event that all Quotations are rejected, the State reserves the right to re-solicit Quotations.

1.5 SMALL BUSINESS SUBCONTRACTING SET-ASIDE CONTRACTS

The Division strongly encourages the use of local subcontractors and has set a 25% goal for the use of subcontractors that are registered with the N.J. Division of Revenue as Small Business Enterprises (SBE). Contractors may search for registered SBEs at:

https://www6.state.nj.us/CEG_SAVI/jsps/vendorSearch.jsp

If the bidder intends to subcontract, it must submit a Subcontractor Utilization Plan. If the bidder intends to subcontract, the bidder should take the following actions to achieve the set-aside subcontracting goal requirements:

- a. Attempt to locate eligible small businesses in Categories I, II, and III appropriate to the RFP;
- b. Request a listing of small businesses by Category from the New Jersey Division of Revenue, Small Business Enterprise Unit;
- c. Record efforts to locate eligible businesses, including the names of businesses contacted and the means and results of such contacts;
- d. Provide all potential subcontractors with detailed information regarding the specifications;
- e. Attempt, whenever possible, to negotiate prices with potential subcontractors submitting higher than acceptable price quotes;
- f. Obtain, in writing, the consent of any proposed subcontractor to use its name in response to the RFQ; and
- g. Maintain adequate records documenting efforts to achieve the set-aside subcontracting goals.

Quotes should also contain a copy of the New Jersey Division of Revenue, Small Business Enterprise Unit's proof of registration as a small business for any business proposed as a subcontractor; and documentation of the bidder's good faith effort to meet the targets of the set-aside subcontracting requirement in sufficient detail to permit the Bid Review Unit of the Division to effectively assess the bidder's efforts to comply if the bidder has failed to attain the statutory goals.

If the bidder chooses to use subcontractors and fails to meet the small business subcontracting targets set forth above, the bidder must submit documentation demonstrating its good faith effort to meet the targets with its quote or within seven (7) business days upon request. Note a bidder's failure to satisfy the small business subcontracting targets or provide sufficient documentation of its good faith efforts to meet the targets with the quote or within seven (7) business days upon request shall preclude award of a contract to the bidder.

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

1.6 JOINT VENTURE

If a joint venture is submitting a proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's proposal. Authorized signatories from each party comprising the joint venture must sign the proposal. A separate Ownership

Disclosure Form, Disclosure of Investigations Action Involving Bidder, Disclosure of Investment Activities in Iran and Affirmative Action Employee Information Report must be supplied for each party to a joint venture. NOTE: Each party comprising the joint venture must also possess a valid Business Registration Certificate (“BRC”) issued by the Department of Treasury, Division of Revenue prior to the award of a contract.

2.0 DEFINITIONS/ACRONYMS

Action Plan - State of N.J. submitted a proposed Action Plan, which is posted on the DCA website at the following link: www.nj.gov/dca/qov

Advisor - The individual responsible for evaluating appeals and writing a determination letter.

BAFO - Best and Final Offer

Bidder - Denotes any company that submits a quote responding to the RFQ prior to award.

CDBG – Community Development Block Grant program is a flexible program that provides communities with resources to address a wide range of unique community development needs.

CDBG-DR – Community Development Block Grant-Disaster Recovery is an allocation of additional funding specifically for disaster recovery purposes.

Contract - the negotiated document(s) outlining the terms and conditions pursuant to which the Contractor selected in connection with this RFQ will perform the Program Services

Contractor - (also Qualified Contractor) – A bidder awarded a contract resulting from this RFQ.

Data Warehouse - Storage/staging area for incoming data from various third-party sources that is filtered and processed.

Date of Award - The date the Commissioner and/or the State Contracting Officer either verbally or in writing announces Contract award (“DOA”)

DCA - Department of Community Affairs

Days – The use of “days” refers to calendar days.

Director of DPP – 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. A system developed by HUD's Office of Community Planning and Development for the Disaster Recovery CDBG program and other special appropriations.

FEMA – United States Federal Emergency Management Agency.

GSA – United States General Services Administration.

HUD – United States Department of Housing and Urban Development.

May – Denotes that which is permissible, not mandatory.

Program Partners - a government entity, local government, nonprofit corporation or for-profit corporation that provides a service or assistance as directed by Grantee on behalf of Grantee or Subrecipient in furtherance of the activities of Grantee or Subrecipient

Program Services - Denotes those services to be provided by the Contractor awarded a contract under this RFQ.

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

Should – Denotes that which is recommended, not mandatory.

Start-Up Team - the staff of the winning bidder who will be on-site immediately following the award of contract.

State – State of New Jersey.

SME – Subject Matter Expert.

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.

Sub Recipient - a government entity, local government, nonprofit corporation or for-profit corporation that may receive allocations of funds from Grantee to undertake one or more activities on behalf of the Grantee.

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.

Using Agency – The entity for which the Division has issued this RFQ and will enter into a contract.

3.0 SCOPE OF SERVICES

The Contractor shall act as an advisor to the DCA in implementing programs in response to the HUD Action Plan. Work will be assigned by written task order with pricing based on a not-to-exceed clause.

The Contractor shall provide the services described below:

3.1 CORE SERVICES

The Contractor shall ensure the accuracy, timeliness (defined by specific task order), and completion of all tasks assigned under this Scope of Services. The Scope of Services presented is based upon circumstances existing at the time the RFQ was prepared. The State reserves the right to modify or reduce the Scope of Services listed and, if appropriate, add

additional services prior to and during the term of this Contract, subject to the appropriate processes. Any reductions will not be considered a termination of the contract.

At a minimum, the Contractor may be required to perform Core Services including, but not limited to, the following:

3.1.1 STAFF TASK ORDERS

- a. All tasks related to the implementation of the HUD Action Plan;
- b. Create and implement project management measures for task prioritization, increased workload, and time sensitive matters to be approved by the DCA;
- c. Provide assistance, as directed by DCA, to Sub-recipient agencies and Program Partners receiving CDBG grant money via DCA;
- d. Provide community outreach and communication plan to be approved by the DCA and implement that plan subsequent to DCA approval;
- e. Provide data tracking and management;
- f. Provide for the implementation of the environmental and historic review responsibilities in the disaster setting;
- g. Evaluate options and perform and/or review data analysis for programs defined in the Action Plan;
- h. Assist with the submission of required forms and reports to HUD pursuant to its DRGR system;
- i. Continue to address and assist with the oversight of housing recovery strategies;
- j. Interact with HUD as necessary; and
- k. Oversee grant administration.

3.1.2 STAFF AUGMENTATION (UNDER 90 DAYS)

- a. Provide an adequate number of key personnel at the offices of the DCA and other State departments and agencies as needed. Staff augmentation for a period of less than 90 days shall be engaged under a general staff augmentation task order which may encompass multiple, unspecified personnel for unspecified tasks. Staff augmentation for a period of 90 days or greater will require a separate task order for each staff member provided.

3.2 REPORTING AND DOCUMENTATION

The Contractor shall provide and submit, on the 5th day of the every month, to the State Contract Manager, all reports and documents as may be necessary, which shall include, but not limited to, the following monthly reports;

- a. Cost control reporting;
- b. Task Order progress report; and
- c. Staff Augmentation Progress Report.

The aforementioned reports are 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 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 (5) years from the date that the State closes its disaster recovery grant. Such records shall be made available to the New Jersey Office of the State Comptroller (OSC), for audit and review, upon request pursuant to N.J.A.C. 17:44-2.2, and maybe 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 provide protective storage of daily or disaster-related documents as well as reports during any disaster related event; and shall be available to the State, upon request.

3.3 KNOWLEDGE TRANSFER

Contractor's key staff resources must be ready to begin working in Trenton, N.J. within one week after contract execution (barring personal emergencies, which will be addressed on a case by case basis).

Initially, key resources will concentrate primarily on knowledge transfer activities that will be developed by the State. The activities will target specific knowledge transfer objectives, and will include documentation review, interviews, discussion, and shadowing. Bidders are invited to offer their own ideas for achieving effective knowledge transfer.

4.0 REQUIRED COMPONENTS OF THE BIDDER

Bidder shall describe its approach and plans for accomplishing the Program Services and Other Work outlined above in Section 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.

The format and sections of the Technical Quote shall conform to the tabbed structure outlined below. All tabs shall be labeled appropriately. Adherence to this format is necessary in order to permit the effective evaluation of quotes.

Responses to the requirements of this RFQ in the formats requested are desirable with all questions answered in as much detail as practicable. Quotes should be prepared simply and economically, providing a straightforward, concise description of the Bidder's ability to meet the requirements of the RFQ. Each Bidder is solely responsible for the accuracy and completeness of its quote.

The Technical Quote should be in the following format:

CONTENT CHECKLIST	
	Cover Page
	Quote Letter
	Table of Contents
TAB 1	Management Overview
TAB 2	Start-Up Team

TAB 3	Contract Management
TAB 4	Potential Challenges
TAB 5	Organizational Support and Experience
TAB 6	Resumes
TAB 7	Experience of Bidder on Contracts of Similar Size and Scope
TAB 8	Additional Experience of Bidder
TAB 9	Subcontractors
TAB 10	Attachment 1 - Cost Quotation

4.1 COVER PAGE

The following information should be included under the title “Solicitation for Management of Intake, Eligibility, Incentive, and Close-Out for: Incentive, RREM, and Small Rental Programs”.

- a. Name of the firm;
- b. Bidder address;
- c. Bidder telephone number;
- d. Bidder federal tax identification number;
- e. Name, title, address, telephone number, fax number, and email address of Bidder; and contact person authorized to contractually obligate the Bidder.

4.2 QUOTE LETTER

By signing the letter and/or Quote, the Bidder certifies that the signatory is authorized to bind the Bidder. The offer outlined in the Quote Letter should include:

- a. A brief statement of the Bidder understands of the scope of the work to be performed;
- b. Confirmation that the Bidder has or will obtain the appropriate state business license(s);
- c. Confirmation that the Bidder has not had a record of substandard work within the past five years;
- d. Confirmation that the Bidder has not engaged in any unethical practices within the past five years,
- e. Confirmation that, if awarded the Contract, the Bidder acknowledges its complete responsibility for the entire Contract, including payment of any and all charges resulting from the Contract;
- f. Any other information that the Bidder feels appropriate; and
- g. The signature of an individual who is authorized to make quotes of this nature in the name of the Bidder submitting the offer.

4.3 MANAGEMENT OVERVIEW – TAB 1

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 are appropriate to the tasks and subtasks involved.

The Bidder shall include a contract organization chart and narrative, with names showing management, supervisory and other key personnel (including subcontractor management, supervisory or other key personnel) to be assigned to the contract. The chart shall include the following information:

- a. Title of position of full time equivalent (“FTE”);
- b. Employer of position (Bidder firm or name of subcontractor);
 1. Number of FTEs filling position that are estimated to be on the staff of the Bidder firm.
- c. Number of FTEs filling position, to be provided by an identified subcontractor;
- d. Number of FTE positions estimated to be located in New Jersey; and
- e. Number of FTE positions estimated to be located outside of New Jersey.

Also, the Bidder shall provide ramp-up and scale-down projections for the duration of the Program.

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.

4.4 START-UP TEAM - TAB 2

The Bidder should set forth its “Start-up” team and provide resumes to support those proposed team members (see Section 4.7, Resumes – Tab 6). The Bidder should clearly identify those individuals that will be participating in the “Start-up” and detail the function they will be performing.

4.4 CONTRACT MANAGEMENT- TAB 3

The Bidder should describe its specific plans to manage, control and supervise the Program Services and other assigned work and tasks pursuant to the Contract to ensure satisfactory Contract completion. The Bidder plan should include the Bidder's approach to communication with the State Contract Manager including, but not limited to, status meetings, status reports, etc.

Bidders must submit a plan with this Quotation to the State regarding HUD's Section 3 Program ([Section 3 Regulations: 24 CFR 135](#)) as applicable. The plan must illustrate not only how the bidder intends to comply with HUD's Section 3, but also how subcontractors, if any, will comply with HUD's Section 3. Prior to the execution of the Contract the Bidder will affirmatively attempt to identify a portion of new hires as qualified under HUD's Section 3. If the Bidder cannot meet the HUD Section 3 Program requirements set forth above, the Bidder shall submit documentation demonstrating its good faith effort to meet the targets, as best practical, with its Quotation. Information regarding this Federal Regulation may be found at:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/section3/section3

The Bidder should provide DCA with an outline of the business processes and procedures to be put in place to operate the program(s) including all core services set forth in Section

3.1. The outline should include appropriate narratives, a management plan, written procedures, and work flow management diagrams for each service to be provided under the Request for Quotation.

4.5 POTENTIAL CHALLENGES – TAB 4

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

4.6 ORGANIZATIONAL SUPPORT AND EXPERIENCE- TAB 5

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.

4.7 RESUMES – TAB 6

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 the undertaking outlined in this RFQ. Resumes should include the following:

- a. Clearly identify the individual's previous experience in completing similar contracts;
- b. Beginning and ending dates should be given for each similar contract;
- c. 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
- d. 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).

4.8 EXPERIENCE OF BIDDER ON SIMILAR CONTRACTS – TAB 7

The Bidder should provide a comprehensive listing of contracts (minimum of three) 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.

4.9 ADDITIONAL EXPERIENCE OF BIDDER – TAB 8

The Bidder should demonstrate, in a narrative format, the following:

- a. significant proven experience and a history of successful professional engagements in disaster recovery, including housing programs.
- b. a thorough understanding of all other housing recovery requirements, including but not limited to other federal and state agency requirements.
- c. a thorough understanding of and experience in quantitative data analysis and its application to policy and program planning.
- d. a thorough understanding of the environmental and historic issues and requirements relative to the housing recovery efforts as they impact program selection and delivery.
- e. 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.
- f. 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.
- g. experience in working with HUD in the aftermath of major catastrophic events.
- h. expertise in all CDBG-DR rules and regulations.
- i. significant experience with data management related to hurricanes, tropical storms, or similar natural disasters and experience applying data structures and data analysis to critical decision-making regarding housing recovery policy and programming.
- j. 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.

4.10 SUBCONTRACTORS – TAB 9

The State shall have a single prime Contractor awarded under this RFQ as the result of any Contract negotiation, and that prime Contractor shall be responsible for all deliverables specified in the RFQ and its selected Quote.

If the Bidder intends to subcontract for portions of the Program Services, the Bidder should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor in the Subcontractor Utilization Form (see Section 10, Additional Requirements/Forms). The proposed subcontractors should submit, as part of the Bidder's proposal, its pertinent information relative to Tabs 6, 7 and 8 (RFQ Sections 4.7, 4.8 and 4.9). The prime Contractor shall be the State's single point of Contact for all subcontract work.

The Contractor shall not contract with any other subcontractor without the express prior written approval of the State Contract Manager. The Contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval. No

substituted or additional subcontractors are authorized to begin work until the Contractor has received written approval from the State Contract Manager.

4.11 COST QUOTATION – TAB 10

The bidder shall provide an hourly rate for each staff position listed in Attachment 1 – Cost Schedule, as part of its proposal and set forth how its GSA hourly rates will be applied to the various services requested within the RFQ. The bidder may offer hourly rates more competitive than its GSA pricing but may not increase said rates. The Committee’s evaluation of the pricing will be based on the proposed hourly rates and the “cost reasonableness” of those rates.

The bidder should provide the number of proposed staff it intends to commit to the State and in what professional labor categories (see Attachment 1 – Cost Schedule).

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

4.11.1 DIRECTOR’S RIGHT OF FINAL QUOTATION ACCEPTANCE

The Director reserves the right to reject any or all Quotations, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award a contract to the bidder best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie Quotations will be awarded by the Director in accordance with N.J.A.C.17:12-2.10

4.11.2 OTHER DIRECT COSTS

ODCs may include: postage (includes US Mail, FedEx, UPS, and etc.) for purposes of mailings, notifications, etc.; personal computer workstations, laptop computers, computer peripherals (scanners, printers); security for on-site inspections on a pre-approved basis; advanced recording fees; cost of outreach and other public events; wire communication devices (cell phones, GPS, wireless cards, etc.) for purposes of remote communication for FTEs performing field based work; lease costs (according to the agreed-upon cost per square foot); notary service fees, and legal service fees related to Third Party Requests for Release of Information. Additional ODCs, if required, must be approved in advance of purchase by the SPM and the DCA Finance Manager.

Prior to the purchasing or leasing any ODCs, the Contractor shall provide a list of ODCs to the State Contracting Manager. The State Contracting Manager will review that list and will either (a) authorize the Contractor to purchase, obtain or lease the items or services and submit that expense for reimbursement (with proper documentation), or (b) deny the request.

Contractor must follow procurement rules as detailed in HUD Regulations 24 CFR Part 85 of the federal regulations as may have been modified by HUD Notice for CDBG-DR issued in the Federal Register on March 5, 2013.

4.11.3 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. This Section is limited to a select management that will be negotiated prior

to the execution of the Contract. For those predetermined individuals, 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 HUD or other funding agencies require same);
- c. Lodging limited to the maximum current GSA per diem rate to include GSA- or HUD approved lodging waivers; and
- d. Mileage for Contractor privately owned vehicles at the current New Jersey rate of 31 cents per mile.

All other travel costs will not be allowed, travel expense and reimbursements will only be made up to the not to exceed limit submitted on the cost Quote. All other travel and reimbursement will be at the Contractor's expense.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 CONTRACT TERM

The term of the contract shall be for a period of two (2) years, with up to three (3) one-year extensions or until such time the CDBG funds expire. Any contemplated extensions shall be 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.

5.2 OWNERSHIP OF MATERIALS

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon thirty (30) days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Contract, Contractor or subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the Bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the quotation. Otherwise, the language in the first paragraph of this section prevails. If the Bidder identifies such intellectual property ("Background IP") in its quotation, then the Background IP owned by the Bidder on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the Bidder. Upon

contract award, the Bidder or Contractor shall grant the State a non-exclusive, perpetual royalty free license to use any of the Bidder/Contractor's Background IP delivered to the State for the purposes contemplated by the contract.

5.3 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 DCA.

In the event of additional work and/or special projects, the Contractor must present a written quote to perform the additional work to the State Contract Manager. The quote 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 quote.

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

The written quote 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 submitted by the contractor in the contractor's original quote submitted in response to this RFQ. The price lines for Other Direct Costs and Travel will continue to be paid as a pass-through of actual costs, no mark-up will be paid for these price lines.

Upon receipt and approval of the Contractor's written quote, the State Contract Manager shall forward same to the DCA for 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 DCA 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 DCA's written approval. In the event the Contractor proceeds with additional work and/or special projects without the DCA'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 DCA's prior written approval.

5.4 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.

5.5 CONTRACT PERFORMANCE

5.5.1 RETAINAGE

Effective and efficient operation of all task orders issued pursuant to this contract is necessary to promote the best interests of all parties, especially the public. . As a result, the using agency shall retain 10% of each invoice submitted. Following certification by the State Contract Manager that all services have been satisfactorily performed the balance of the retainage shall be released to the contractor at the end of each contract year.

The State reserves the right to partially release or not release any retainage held, if the performance guarantees are not met in accordance with the specific task orders issued.

5.5.2 LIQUIDATED DAMAGES

The appropriate level of liquidated damages will be defined in each and every task order issued.

5.6 FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the Contractor fails to comply with any material Contract requirements, the Director may take steps to terminate the Contract in accordance with the New Jersey Standard Terms and Conditions, authorize the delivery of Contract items by any available means, with the difference between the price paid and the defaulting Contractor's price either being deducted from any monies due the defaulting Contractor or being an obligation owed the State by the defaulting Contractor as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

5.7 AUTOMATED RECORDS MANAGEMENT/STORAGE SYSTEMS AND RELATED SERVICES

The Contractor shall develop and administer a records retention plan ("RRP"), which shall comply with all State policies and procedures, State and federal record retention policies, and State and federal laws and/or regulations. The RRP shall comply with all State records storage policies, which includes but is not limited to the short and long-term housing of physical documents and electronic images (*i.e.* paper documents, emails, correspondence, training material, and policy and procedures associated with the Program, etc.) Once a RRP has been developed and approved by the State, the Contractor shall retain all records in accordance with the RRP.

The Contractor shall adhere to State image system certification processes administered by the Record Management Service Branch of the Division of Revenue and Enterprise Services. The Contractor shall comply with the records retention and disposition requirements set forth by the State's Department of Treasury. These requirements can be found at the following website:

<http://www.nj.gov/treasury/revenue/rms/retentiondisposition.shtml>

5.8 AUDIT OF RECORDS

The Contractor shall grant to the Office of the New Jersey State Auditor, State of New Jersey, Office of the State Comptroller, the Federal Government, and any other duly authorized agencies of the Federal Government or the State where appropriate the right to inspect and review all books and records directly pertaining to the Contract resulting from this RFQ for a period of five (5) years after final grant close-out by HUD or as required by applicable State and Federal law. Records, including direct read access to supporting systems and data, shall be made available during normal working hours for this purpose.

In the event that the U.S. Department of Housing and Urban Development, the HUD Inspector General, or any other Federal agency, or the State, issues findings or rulings that the amounts charged by the Contractor, or any portions thereof, were ineligible or were non-allowable under federal or state Law or regulation, Contractor may appeal any such finding or ruling. If such appeal is unsuccessful, the Contractor shall agree that the amounts paid to the Contractor shall be adjusted accordingly, and that the Contractor shall, within 30 days thereafter, issue a remittance to the State of any payments declared to be ineligible or non-allowable.

Contractor shall comply with federal and/or state laws authorizing an audit of Contractor's operation as a whole, or of specific Project activities.

5.9 RECORD RETENTION

Contractor agrees to retain all books, records, and other documents relevant to this contract and the funds expended hereunder as required by applicable Federal, State, HUD and CDBG regulations.

5.10 RECORD OWNERSHIP

All records, reports, documents, or other material related to any Contract resulting from this RFQ and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein are the property of the State and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at termination or expiration of this Contract. In addition to final ownership status of records, the Contractor will be required as requested by the State to provide records, reports, documents, or other material related to the Program.

5.11 SUBSTITUTION OF PERSONNEL

Proposed key personnel assigned to the project that results from this RFQ shall not be replaced without the written consent of the State. In the event that any State or Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to projects outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.

5.12 CONFIDENTIALITY OF STATE DATA AND INFORMATION

All information relating to the State's operations which is designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which becomes available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective

procedural requirements as are applicable to the State. Contractor shall not be required to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

5.13 WAIVER OF ADMINISTRATIVE INFORMALITIES

The State reserves the right, at its sole discretion, to waive administrative informalities and irregularities contained in any quote if deemed in the best interest of the State to do so.

5.14 BIDDER RESPONSIBILITIES

The State requires a single Contractor as the result of any Contract negotiation, and that Contractor is responsible for all deliverables referenced in the RFQ and quote as well as the acts and liabilities created by personnel or subcontractors providing products or services as part of the Contractor's quote. The selected Contractor is required to assume responsibility for all products and services offered in the quote, whether or not provided by the Contractor. The State shall consider the selected Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contract.

This general requirement notwithstanding, Bidders may enter into subcontractor arrangements. Bidders may submit a quote in response to this RFQ which involves subcontract(s) with others, whether product manufacturers or service providers, on the condition that the Bidder acknowledges total responsibility, as the Bidder, for the entire Contract.

5.15 BIDDER'S SUBCONTRACTORS

If a Bidder chooses to use subcontractors, the State urges the Bidder to use New Jersey subcontractors, including small and emerging businesses and/or small entrepreneurship, if practical.

The Contractor shall not contract with any other subcontractor without the express prior written approval of the State Contract Manager. The Contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval. No substituted or additional subcontractors are authorized to begin work until the Contractor has received written approval from the State Contract Manager.

5.16 ANOUNCEMENT AND PRESS RELEASES

The Contractor shall not refer to the Contract or the Contractor's relationship with the State hereunder in commercial advertising or press releases without prior written approval from the DCA. Under no circumstances shall advertising or other communications with the media be presented in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed by the State.

6.0 FORM OF COMPENSATION AND PAYMENT

Payments to the Contractor will be disbursed following approval by the State Contract Manager in accordance with sections 5.5.1, Retainage, and 4.10, Cost Quotation, above. The State

reserves the right to negotiate with the bidder, the final fee for services provided under each task order. A mutually agreed-upon schedule of payments by schedule will be used as the basis for all payments.

7.0 SELECTION PROCESS

All quotes will be reviewed to determine responsiveness. Non-responsive quotes 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 responsive quotes received in response to this RFQ:

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 of 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 quote.

7.1 EVALUATION PROCESS OVERVIEW

The State will conduct a comprehensive, fair, and impartial evaluation of all quotes received. The State will reject any quote it determines to be non-responsive.

The State has established an evaluation committee to review, evaluates, and verify information submitted by the Bidder. This section describes the evaluation methodology and criteria to be used to evaluate each quote submitted. It is the State's intent to select the quote that is most advantageous to the State, price and other factors considered.

The State reserves the right to seek clarification from Bidders when deemed appropriate to understand the intent of certain points in one or more quotes. Any such clarification request and response will be provided in writing and maintained as part of the documentation for the respective quote. Bidders must respond to requests for clarification within two (2) business days of request. Failure to do so may affect the Bidder's score or result in rejection of their quote.

The evaluation will be conducted by a team according to the following criteria:

7.1.1 EVALUATION CRITERIA

- a. Personnel: The qualifications and experience of the bidder's management overview to include but not limited to: Contract Management plan to meet scheduled milestones, supervisory and key personnel assigned to the contract, including the candidates recommended for each of the positions/roles required.

- b. Experience of firm: The bidder's documented experience in successfully completing contracts of a similar size and scope specifically related to HUD Disaster Recovery and strength of other related programs.
- c. Ability of firm to complete the Scope of Work based on its Technical Quote: The overall ability of the bidder to undertake and successfully complete the technical requirements of the contract in a timely manner

7.1.2 EVALUATION OF QUOTATIONS

The evaluation of quotes will be accomplished by an evaluation team, to be designated by the State, which will recommend the quote most advantageous to the State, taking into consideration price and the other evaluation factors set forth in the RFQ.

After the Evaluation Committee completes its evaluation, it recommends to the Director for award the responsible bidder(s) whose quotation, conforming to this RFQ, is most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process and makes a recommendation to the Director. The Director may accept, reject or modify the recommendation of the Evaluation Committee. Whether or not there has been a negotiation process as outlined in Section 7.3 and 8.1 below, the Director reserves the right to negotiate price reductions with the selected bidder.

7.2 ORAL PRESENTATION

The State may choose to have oral presentations at its sole discretion from all Bidders deemed suitable for receiving an award. Oral presentations will be evaluated with the same criteria in Section 8.0 above. The cost reasonableness portion will remain the same as it was for the written quotes. The State reserves the right to award the Contract on the basis of the original offers.

7.3 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 quotes, and the Award Recommendation will remain confidential until a Notice of Intent to Award a contract is issued.

7.4 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.

7.4.1 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.

7.4.2 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.

8.0 POST EVALUATION

8.1 CONTRACT NEGOTIATIONS

If, for any reason, the Bidder whose quote is most advantageous to the State of New Jersey does not agree to a Contract Within (10) days of negotiation, that quote may be rejected and the State may negotiate with the Bidder submitting the quote deemed next most advantageous to the State.

8.2 CONTRACT AWARD AND EXECUTION

A Contract will be made to the responsible bidder whose quote, conforming to this RFQ, is most advantageous to the State, price and other factors considered, The State intends to award to a single Contractor.

The RFQ, including any addenda, Bidder quote, Bidder presentations, Bidder capability evaluations, written responses to inquiries, the Best and Final Offer (BAFO) and other documentation from the selected Bidder, which describes the solution, commitment, capabilities, and intent of the Bidder, shall become part of any Contract initiated by the State.

In no event shall a Bidder submit its own standard Contract terms and conditions as a response to this RFQ. Any such submission shall be null and void unless expressly agreed to in writing by the State. The proposed terms will be negotiated before a final Contract is entered. The inclusion of mandatory clauses is not negotiable.

9.0 PROGRAM EFFICIENCY ASSESSMENT

The State Using Agencies shall be charged an assessment equal to one-quarter of one percent (0.25%) of the value of all transactions under this contract. This assessment is authorized by N.J.S.A 52:27B-56 and N.J.A.C 17:12-1.5, to maintain the State's procurement system at a level to meet industry standards of efficiency.

10.0 FORMS/DISCLOSURE

10.1 ADDITIONAL REQUIREMENTS/FORMS WITH QUOTATION

The documents listed below must be completed and submitted with the Bidder's quotation. They may be downloaded from the Division of Purchase and Property's website, which is located at <http://www.state.nj.us/treasury/purchase/forms.shtml>

- Ownership Disclosure Form
<http://www.state.nj.us/treasury/purchase/forms/StandardRFPForms.pdf>
- Disclosure of Investigations and Other Actions Involving Bidder Form
<http://www.state.nj.us/treasury/purchase/forms/StandardRFPForms.pdf>
- Disclosure of Investment Activities in Iran
<http://www.state.nj.us/treasury/purchase/forms/StandardRFPForms.pdf>
- Certification of MacBride Principles and Northern Ireland Act of 1989
<http://www.state.nj.us/treasury/purchase/forms/MacBride.pdf>

Subcontractor Utilization Form

<http://www.state.nj.us/treasury/purchase/forms/SubContractingForms.pdf>

- New Jersey's Standard Terms and Conditions
<http://www.state.nj.us/treasury/purchase/forms/pbst.pdf>

10.1.1 DISCLOSURE

Bidder shall disclose the nature of any current or past business relationship that they have had with the contractor providing service on State Contract G-8034 Consulting: Disaster Recovery, G-8037 Housing Strategy Advisor, or any other consultant providing consulting services on disaster recovery services.

As part of the technical proposal, the bidder must provide a statement certifying that there will be no conflict of interest.

10.2 ADDITIONAL REQUIREMENTS/FORMS PRIOR TO AWARD

- Affirmative Action Employee Information Report or, in the alternative, supply either a New Jersey Affirmative Action Certificate or appropriate evidence that the bidder is operating under an existing federally approved or sanctioned affirmative action program (Letter of Federal Approval Program). http://www.state.nj.us/treasury/purchase/forms/AA_%20Supplement.pdf
- Source Disclosure Certification Form
<http://www.state.nj.us/treasury/purchase/forms/sdcertificationform.pdf>

- Two-Year Chapter 51/EO 117 Vendor Certification and Disclosure of Political Contributions
http://www.state.nj.us/treasury/purchase/forms/eo134/c51_eo117_cd_02_10_09.pdf

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 online at the Division of Revenue website: <http://www.state.nj.us/treasury/revenue/>
<http://www.nj.gov/treasury/revenue/gettingregistered.shtml>

To obtain a copy of your New Jersey Business Registration you may do so by using the following website: https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp

A valid Insurance Certificate must be submitted prior to contract award.

ATTACHMENT 1 – COST SCHEDULE

The bidder shall identify its staffing complement by hourly rate in accordance with the following general labor categories:

Partner/Principal/Director - This labor category describes an individual who has ownership in the firm if applicable to the structure of the company, or extensive experience and/ or managerial ability within the firm. This individual would organize, direct and manage support services for all activities covered by this contract and is charged with overall management.

Program Manager - This labor category describes staff reporting directly to the Partner/Principal/Director and acts as a liaison to all project staff. Individuals would possess knowledge and experience in providing strategic direction, vision, leadership and program management to the team. The Program Manager would also maintain productive and effective client relationships with the most senior levels of the client organization.

Subject Matter Expert (SME) – This labor category represents an individual with a definitive source of knowledge who communicates their extensive experience with regard to a specific subject area to other professionals within an organization. The subject matter expert has an advanced degree, professional certification or license within their field of study, functions as a resource for their knowledge area, and supplies their expertise through the entire process of bringing a project to fruition.

Supervisory/Senior Consultant – Is an individual that would be a managing consultant for projects. A Senior Consultant would develop strategic plans and advise on function specific strategies. This individual would also oversee the improvement of methodologies and analysis implementation.

Consultant – Defined as someone that possesses knowledge, some experience, and capabilities in the development of solutions, recommendations, or outcomes across multiple tasks and/or organizations. The consultant would support the development of solutions to address an organization's challenges and project objectives. The individual would assist in the assessment of the impact of industry trends, policy, or standard methodologies. Consultants may include individuals who will carry out such functions as analyses, report documenting, proposal development, or implementation efforts.

Associate/Staff - This field position denotes a supervised field individual that will support the program/project in the preparation of deliverables, internal reports, briefings, and other requirements.

Administrative Support Staff - This labor category is for the individuals performing office support functions such as clerical, data entry, document preparation.

Line #	Staff Classification	# of Proposed Staff/Professional Category	Year 1 Hourly Rate	Year 2 Hourly Rate
1	Partner/Principal/Director		\$	\$
2	Program Manager		\$	\$
3	Project Manager		\$	\$
4	Subject Matter Expert		\$	\$
5	Supervisory/Senior Consultant		\$	\$
6	Consultant		\$	\$
7	Associate/Staff		\$	\$
8	Administrative Support Staff		\$	\$

Line #	Pass Through Price Lines *	Year 1 Hourly Rate	Year 2 Hourly Rate
9	Other Direct Costs	N/A	N/A
10	Travel Expenses and Reimbursements	N/A	N/A

- The State makes no guarantee of volume of work effort.
- * The Pass Through Price Lines shall be used to reimburse for Travel and Other Direct Costs only. No mark-up will be provided for Price Lines 9 and 10.