



State of New Jersey

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September 8, 2017

To: All Interested Vendors {Bidders}

**Re: Bid Solicitation {RFP} # 18DPP00166
T3086 – Project Management Services for the RREM and LMI Homeowners Rebuilding Programs -
DCA**

Quote {Proposal} Submission Due Date: September 20, 2017 (2:00 p.m. ET)

Bid Amendment {Addendum} #1

The following constitutes Bid Amendment {Addendum} #1 to the above referenced Bid Solicitation {RFP}:

- This Bid Amendment {Addendum} includes answers to questions;
- A Revised Price Schedule titled "Revised Price Schedule T3086 090817". Vendors {Bidders} must submit pricing using the Revised Price Schedule accompanying this Bid Amendment {Addendum} and located on the "Attachments" Tab; and
- Please note that for all additions, deletions, clarifications and modifications to the Bid Solicitation {RFP} #18DPP00166, please refer to the Revised Bid Solicitation {RFP} titled "Revised RFP T3086 RREM 090817".

It is the sole responsibility of the Vendor {Bidder} to be knowledgeable of all of the additions, deletions, clarifications, and modifications to the Bid Solicitation {RFP} and/or the New Jersey Standard Terms and Conditions relative to this Bid Solicitation {RFP} as set forth in all Bid Amendments {Addenda}.

All other instructions, terms, and conditions of the Bid Solicitation {RFP} shall remain the same.

**T3086 – Project Management Services for the RREM and LMI Homeowners Rebuilding Programs
Bid Solicitation {RFP} Number: 18DPP00166**

Answers to Questions

Each question is referenced by the appropriate Bid Solicitation {RFP} page number(s) and section where applicable.

Note: These questions have been paraphrased in the interest of readability and clarity.

#	Page #	RFP Section Reference	Question (Bolded) and Answer
1	N/A	PDF Documents	<p>When trying to open a Portable Document Format (PDF) document I am receiving an error message and are unable to access the PDF document. How should I proceed?</p> <p>It is recommended that users utilize Internet Explorer to view PDF documents. Certain PDF forms cannot be opened in the Chrome or Firefox built in PDF viewers that are enabled by default. If using Chrome or Firefox it is recommended that the file is downloaded instead by clicking the download button in the upper right-hand corner of the browser after an error message is received. An alternative option is to disable the built in PDF viewers in Chrome or Firefox.</p>
2	5	Section 1.1 Purpose and Intent	<p>How many awards will be made?</p> <p>As specified by Bid Solicitation {RFP} Section 1.1, the State intends to award to a single Vendor {Bidder}.</p>
3	5	Section 1.2 Background	<p>Is there an incumbent for this RFP or with similar scope of work? If, yes, please list the current contractor and describe the task current contractor is assigned.</p> <p>The incumbent Vendors {Contractors} for the current RREM Program Blanket P.O. {Contract} are Gilbane Building Company and CB&I Government Solutions Inc.</p> <p>As specified by Section 1.2 of the Bid Solicitation {RFP}, "This is a reprourement of similar services provided under the G-8046 – RREM Program term Blanket P.O. {Contract}, presently due to expire on May 23, 2018. Vendors {Bidders} interested in the current Blanket P.O. {Contract} specifications and pricing information may review the current Blanket P.O. {Contract} (G-8046) requirements via the Method of Operation at http://www.state.nj.us/treasury/purchase/pricelists.shtml and are cautioned that this new Bid Solicitation {RFP} may have additional or varying tasks from previous versions to address current requirements."</p> <p>Vendors {Bidders} should refer to the above for information regarding the tasks and responsibilities of the current Blanket P.O. {Contract}.</p>
4	5	Section 1.2 Background	<p>What is the budget for this project?</p> <p>The State declines to provide information regarding budgeting for this Bid Solicitation {RFP} to potential Vendors {Bidders}.</p>
5	6	Section 1.2 Background	<p>Is it the State's intent to award a Blanket PO to one Vendor {Contractor} or multiple?</p>

#	Page #	RFP Section Reference	Question (Bolded) and Answer
			Please refer to the answer to Question #2.
6	6	Section 1.2 Background	<p>Section 1.2 BACKGROUND refers to “Pathway B consists of Applicants who have identified and selected their own State-approved Builder?” No RREM Pathway B “State-approved Builder” list was found and the RREM Policies & Procedures referenced via link in this solicitation indicate that Pathway B Applicants may contract with any State licensed builder who is not debarred. Please clarify and provide the list of “State-approved (Pathway B) Builders” to which this refers.</p> <p>There is no list of State-approved (Pathway B) Builders. Please refer to Section 1.2 of the Revised Bid Solicitation {RFP}, as “State-Approved Builder” has been changed to “Program eligible Builder”. This language refers to any Builder submitted by an Applicant meeting Program requirements that is validated by the Vendor {Contractor} in accordance with Section 3.4 (A.1-2) of the Revised Bid Solicitation {RFP}.</p>
7	6	Section 1.2 Background	<p>Section 1.2 BACKGROUND indicates whose grant awards have been in place a minimum of 18 months. The RREM Policies & Procedures referenced via link in this solicitation indicate a 12 month limit for RREM Pathway B Applicants to complete their projects. That 2,200 projects are anticipated to exceed 18 months indicates that RREM Program extensions have been granted to Pathway B Applicants.</p> <p>A. Will the State continue to grant extensions to homeowners who will be served by this Solicitation?</p> <p>B. If yes, is there a time limit to the extension(s) that will be granted?</p> <p>A. Yes, the State will continue to grant extensions to Applicants served by the Blanket P.O. {Contract} resulting from this Bid Solicitation {RFP}.</p> <p>B. As specified by Section 1.2 of the Bid Solicitation {RFP}, all CDBG-DR funds must be expended by 2022.</p>
8	6	Section 1.2 Background	<p>General Question: Fraud files require a substantial level of effort beyond the standard applicant file scenario. How will management of fraud files be compensated under this contract?</p> <p>The State will manage all fraud files. When a file is identified as a fraud file, there is a fraud re-inspection performed by the State. The State also provides a breakdown of the work to determine the amount of the grant amendment necessitated by the fraud. Once the fraud related documentation has been completed, the Vendor {Contractor} shall resume control of the file as it resumes its normal progress toward completion.</p> <p>There will be no additional compensation to the Vendor {Contractor} for files involving fraud under this Blanket P.O. {Contract}.</p>
9	6	Section 1.2 Background	<p>General Question: What is the anticipated number of fraud files on the program-expected within the population of the 2200 applicants?</p> <p>The State is unable to provide an anticipated number of fraud files that will occur during the term of the Blanket P.O. {Contract} resulting from this Bid Solicitation</p>

#	Page #	RFP Section Reference	Question (Bolded) and Answer
			{RFP}. To date, 3% of the overall program population has been served by the fraud policy.
10	6	Section 1.2 Background	<p>Page 6: General Question: “The vendor will assist and advise Applicants whose grant awards have been in place a minimum of 18 months.” Is it anticipated that the existing program will manage all files pre-18 months concurrently.</p> <p>Applicants whose files have yet to meet the 18 month threshold will be outside the scope of this Blanket P.O. {Contract}, until the time in which the Applicant reaches the 18 month threshold as specified by Section 1.2 of the Bid Solicitation {RFP}.</p>
11	6	Section 1.2 Background	<p>Section 1.2, page 6. According to the RFP, “Throughout the term of this Blanket P.O. {Contract}, the State estimates there will be approximately 2,200 Applicants served.” Will this contract serve the entire remaining homeowner population in the RREM and LMI programs, or is some portion of these estimated 2,200 Applicants expected to be served under other contracts?</p> <p>Yes, this Blanket P.O. {Contract} will eventually serve the entire remaining homeowner population in the RREM and LMI Programs.</p> <p>The Blanket P.O. {Contract} resulting from this Bid Solicitation {RFP} will serve the eligible Applicants meeting the 18 month threshold as specified by Section 1.2 of the Bid Solicitation {RFP}.</p>
12	6	Section 1.2 Background	<p>Section 1.2, page 6. Approximately how many homeowners who are still waiting to repair and reoccupy their homes are receiving rental assistance?</p> <p>Approximately 600 homeowners in the RREM and LMI Programs are receiving rental assistance through the Rental Assistance Program (RAP).</p>
13	6	Section 1.2 Background	<p>Section 1.2 BACKGROUND and (T3086 Price Schedule) indicate an estimate of 2,200 Applicants to be served. In order to develop an accurate and comprehensive Quote, it is important for the Vendor {Bidder} to understand the likely scope, volume, flow and travel requirements of work to be delivered under the Solicitation, can the State provide the following additional information:</p> <ul style="list-style-type: none"> A. How were the quantity estimates for each Pool provided in the Price Schedule determined (for example are they the estimated numbers of Applicants in each of those Pools presently or the number anticipated to be in each Pool in October 2017 or May 2018)? B. What is the geographic breakdown of the 2,200 Applicants? C. What Applicant assignment flow should the Vendor {Bidder} use in developing its Quote (i.e., will all 2,200 Applicants be assigned within x # of days of the start of the Blanket PO period)? <p>Vendors {Bidders} shall refer to the Revised Price Schedule for updated Pool quantities. Vendors {Bidders} must submit pricing using the Revised Price Schedule located on the “Attachments” Tab.</p> <p>A. Quantity estimates for each Pool provided are based on the number of Applicants anticipated in October 2017.</p>

#	Page #	RFP Section Reference	Question (Bolded) and Answer
			<p>B. Approximately 45% in Ocean County; 25% in Atlantic County; 20% in Monmouth County; 3% in Bergen County; 3% in Cape May County; 4% in other counties.</p> <p>C. The Vendor should anticipate receiving assignment of eligible Applicant Projects within 60 days of Blanket P.O. {Contract} award.</p>
14	6 & 7	Section 1.2.1 Applicant Project Pools	<p>Section 1.2.1 APPLICANT PROJECT POOLS indicates general status levels toward project completion for each of the 6 Pools (Pool 1A, Pool 1B, Pool 1C, Pool 2, Pool 3, Pool 4). Using NJ RREM Applicants who have already reached each of the indicated completion milestones, can the State provide the average time it took to do so. Namely:</p> <ul style="list-style-type: none"> A. For those Applicants who have progressed to that point, on average, how long did it take from grant award for Applicants to obtain their municipal Foundation inspection (Pool 1A)? B. For those Applicants who have progressed to that point, on average, how long did it take from grant award for Applicants to obtain their municipal Foundation inspection (Pool 1B)? C. For those Applicants who have progressed to that point, on average, how long did it take from grant award for Applicants to obtain their municipal Top of Foundation (Elevation Certificate) (Pool 1C)? D. For those Applicants who have progressed to that point, on average, how long did it take from time of achievement of milestones indicated in 1A, B & C for Applicants to obtain their municipal Plumbing, Electrical, HVAC, Framing and Insulation Rough In inspections (Pool 2)? E. For those Applicants who have progressed to that point, on average, how long did it take from time of achievement of all rough in inspections indicated as the Pool 2 milestone for Applicants to obtain their municipal Plumbing and Electrical Final inspections (Pool 3)? F. For those Applicants who have progressed to that point, on average, how long did it take from time of achievement of all final plumbing and electrical inspections indicated as the Pool 3 milestone for Applicants to obtain their municipal Certificate of Occupancy (Pool 4)? G. For those Applicants who have progressed to that point, on average, how long did it take from time of municipal Certificate of Occupancy issuance for Applicants to achieve Final Closeout? <p>A-F. The State is unable to provide average times between municipal inspections.</p> <p>G. Over the last year, on average, it took approximately 110 days for an Applicant to progress from municipal Certificate of Occupancy issuance to submission of Final Closeout documentation via iDone.</p>
15	9	Section 1.3.7 Pre-Quote {Proposal} Document Review	<p>Section 1.3.7 PRE-QUOTE {PROPOSAL} DOCUMENT REVIEW provide links to current Program documents and indicates that these are the only Program documents that a Vendor needs to review in order to prepare and submit accurate and comprehensive Quotes {Proposals}.</p> <ul style="list-style-type: none"> A. Are all Program required forms, documents, reporting requirements and associated formats, checklists, etc. that the selected Vendor will be required to complete provided within these 3 referenced documents?

#	Page #	RFP Section Reference	Question (Bolded) and Answer
			<p>B. If all of the above are not contained within these 3 document links, can the State provide all such Program required documentation for Vendor {Bidder} review/awareness?</p> <p>A. The Vendor {Contractor} will be provided all relevant Program forms and related documents, including instructions, during the Blanket P.O. {Contract} Kickoff Meeting.</p> <p>B. Please refer to the answer provided to Part A of this Question.</p>
16	9	Section 1.3.7 Pre-Quote {Proposal} Document Review	<p>Section 1.3.7 PRE-QUOTE {PROPOSAL} DOCUMENT REVIEW provide links to current Program documents.</p> <p>A. If they are not included or there are not links to provide access to the full detail of any “sub-policies or procedures” which may be referenced within these 3 documents, can the State provide Vendor {Bidder} access to those as well for awareness and inclusion in accurate and comprehensive Quote development?</p> <p>B. Will all Applicants be required to comply with these versions of the Program Policies and Procedures and/or Requirements?</p> <p>C. If not, can the State provide all previous Program Policies and Procedures and/or Requirements versions that would dictate requirements for certain Applicants to be served.</p> <p>A. Please refer to the answer to Question #15.</p> <p>B. Applicants will be required to comply with the most current version of the Program Policies and Procedures throughout the term of the Blanket P.O. {Contract}.</p> <p>C. Please refer to Question #16B.</p>
17	9	Section 1.3.7 Pre-Quote {Proposal} Document Review	<p>Section 1.3.7 PRE-QUOTE {PROPOSAL} DOCUMENT REVIEW provide links to current Program documents. Do the versions of these 3 Program documents for which links are provided reflect the Program Policies and Procedures appropriate for and commensurate with the approach and services outlined in this Solicitation or would they require modification?</p> <p>The links provided in Section 1.3.7 are current and reflect the Program Policies and Procedures appropriate for and commensurate with the approach and services outlined in this Bid Solicitation {RFP}.</p>
18	15 & 16	Section 2.2 General Definitions	<p>Section 2.2 GENERAL DEFINITIONS the definitions of “Firm Fixed Price” and “Unit Cost” both indicate that travel related, administrative and other expenses typically defined as “Other Direct Costs” (“ODCs”) within HUD regulations are to be included in the requested Firm Fixed Unit Cost for each Pool in this Solicitation. Please confirm that the requirement to invoice separately for such ODCs is waived.</p> <p>The State is seeking a firm-fixed unit cost as defined and specified by the Bid Solicitation {RFP} and the State Standard Terms and Conditions. There will be no additional charges permitted related to “Other Direct Costs”.</p>

#	Page #	RFP Section Reference	Question (Bolded) and Answer
19	18	Section 2.3 Blanket P.O. {Contract}-Specific Definitions/Acronyms	<p>Section 2.3 BLANKET P.O. {CONTRACT}-SPECIFIC DEFINITIONS/ACRONYMS “Project Plan”: This is a substantial component of this Solicitation as well as the first payment installation milestone. Can the State provide further clarification/detail as to what is expected in the Project Plan and the preferred format and/or a sample Project Plan?</p> <p>The definition of Project Plan has been revised. Furthermore, the term “Workflow Plan” has replaced the term “Project Plan” in multiple sections of the Revised Bid Solicitation {RFP}. Please refer to Section 2.3 of the Revised Bid Solicitation {RFP} for the revised definition of Project Plan and the added definition of Workflow Plan.</p> <p>Additionally, please refer to Section 3.4.1 of the Revised Bid Solicitation {RFP} for further clarification and detail as to what is required regarding the Workflow Plan.</p> <p>No sample Workflow Plan is currently available as this deliverable is the responsibility of the Vendor {Contractor}; however, the Vendor {Contractor} will be able to discuss the Workflow Plan requirements and any other questions regarding Workflow Plans at the Blanket P.O. {Contract} Kick-Off Meeting specified by Section 3.2(A) of the Revised Bid Solicitation {RFP}.</p>
20	18	Section 2.3 Blanket P.O. {Contract}-Specific Definitions/Acronyms	<p>Section 2.3 BLANKET P.O. {CONTRACT}-SPECIFIC DEFINITIONS/ACRONYMS “Punch List”: The definition provided indicates that the Vendor {Contractor} must complete prior to its final payment. Is it not true that the homeowner’s Builder may also be required to complete the Punch List?</p> <p>No. The term Punch List in relation to this Bid Solicitation {RFP} only applies to construction related services that have not been completed by the Applicant and are required in order to reach Final Closeout.</p> <p>Please refer to Question #51 and Question #52 for additional information regarding Punch List services.</p>
21	18	Section 2.3 Blanket P.O. {Contract}-Specific Definitions/Acronyms	<p>Section 2.3 BLANKET P.O. {CONTRACT}-SPECIFIC DEFINITIONS/ACRONYMS “Unmet Need”: indicates “The amount required to complete the Project Plan”. The reference to “Project Plan” in this definition is different than the definition of Unmet Need in the RREM Policies & Procedures referenced via link in this solicitation.</p> <ul style="list-style-type: none"> A. Since this Solicitation will serve Applicants whose grants have been in place for more than 18 months, hasn’t each Applicant’s Unmet Need already been calculated/established? B. Does the State anticipate that each Applicant’s previously calculated Unmet Need would change? C. Given that there was no provision or requirement for each RREM Pathway B Applicant to have a “Project Plan” prior to this Solicitation, please explain how Unmet Need relates to a yet to be developed Project Plan and not for example the Program and/or HUD required Scope of Work Elements established in each Applicant’s grant documentation? <p>A. Yes, the Unmet Need was established at the Applicant’s grant signing.</p>

#	Page #	RFP Section Reference	Question (Bolded) and Answer
			<p>B. Unmet Need may change due to construction project change orders or change in Duplication of Benefits.</p> <p>C. As per the revised definition, a Project Plan is inclusive of an individual applicant's project scope of work as established in each applicant's grant documentation. Any alteration to the Project Plan may change an Applicant's Unmet Need. The Vendor {Contractor} deliverable as clarified is not the "Project Plan" that was developed for each Applicant prior to Bid Solicitation {RFP}, but rather a yet-to-be-developed "Workflow Plan", as defined by Section 2.3 of the Revised Bid Solicitation {RFP} and specified by Section 3.4.1 of the Revised Bid Solicitation {RFP}.</p>
22	20	Section 3.1 Essential Requirements	<p>Section 3.1 ESSENTIAL REQUIREMENTS: Can Vendors {Bidders} rely that the Program Policies and Procedures and Requirements referenced via link in this Solicitation are fully compliant with all applicable federal and State statutes, regulations, and any other such guidance as may be issued by a federal government or State government agency with jurisdiction?</p> <p>No. The Vendor {Contractor} shall comply with all applicable State and federal requirements and guidance, including that which may be issued by the State and federal agency of jurisdiction. The listing of federal and State statutes, regulations, and guidance in Section 3.1 of the Revised Bid Solicitation {RFP} are for the convenience of the Vendor {Contractor} and may not represent all applicable federal and State statutes and regulations.</p>
23	21	Section 3.1.2 Core Services (A)	<p>Section 3.1.2 CORE SERVICES A: indicates the Vendor {Contractor} will "act as a liaison with the Builder to ensure Project completion." How many of the anticipated 2,200 Applicants to be served by this Solicitation have chosen to execute their Project with multiple "subcontractors" and serve as their own "GC"?</p> <p>The State is unable to provide the information requested.</p>
24	21	Section 3.1.2 Core Services (A)	<p>Section 3.1.2 CORE SERVICES A: The RREM Policies & Procedures referenced via link in this solicitation clarify that all RREM Pathway B contracts are solely between the Applicant and their selected Builder. Given that neither the State nor the Vendor {Contractor} are a party to or have any standing in that Pathway B contract, please clarify how the State anticipates the Vendor {Contractor} can "ensure Project completion".</p> <p>Please refer to Section 3.1.2(A) of the Revised Bid Solicitation, which has been revised in response to this Question.</p>
25	21	Section 3.1.2 Core Services (B)	<p>Section 3.1.2 CORE SERVICES B: Has the State confirmed with all involved municipalities that the Vendor {Contractor} will be allowed access to all related information/documentation on behalf of the Applicants without impediment or without additional requirements such as the Applicant having to provide written authorization and/or the Vendor {Contractor} having to make OPRA requests, etc.?</p> <p>This is not the State's responsibility and the State cannot guarantee the access as requested by this Question; however; the State will provide a formal written authorization to the Vendor {Contractor} that may be submitted to municipalities as needed.</p>

#	Page #	RFP Section Reference	Question (Bolded) and Answer
26	21	Section 3.1.2 Core Services (D)	<p>Section 3.1.2 CORE SERVICES D: indicates “Review and revise, as appropriate, an Applicant’s Project Plan using Xactimate if there is an Unmet Need greater than \$15,000”?</p> <p>A. “Review” implies that Project Plans have already been developed for (some) Applicants to be services by this Solicitation. Please confirm how many Applicants currently or will have a Project Plan in place prior to the start of this Blanket PO.</p> <p>B. This refers to the use of Xactimate to revise a Project Plan as appropriate. Referring back to Question #19 above, please clarify the preferred format and content of an Applicant Project Plan since the definition does not lead one to anticipate that Xactimate would be the appropriate tool to document such a Plan.</p> <p>C. Referring back to Question 21, please clarify how the State perceives Project Plans will relate to the Applicant’s already established Unmet Need and provide examples of what types of Project Plan revisions could be implemented to impact the Unmet Need given the need to complete Program required scope of work elements and the existence of an Applicant/Builder contract.</p> <p>A. All Applicants currently have a Project Plan. Please see the revised definition of Project Plan as specified by Section 2.3 of the Revised Bid Solicitation {RFP}.</p> <p>B. As per the revised definition, a Project Plan is inclusive of an individual Applicant’s project scope of work as established in each Applicant’s grant documentation. Any alteration to the Project Plan may necessitate the use of Xactimate. The Vendor {Contractor} deliverable as clarified is not the “Project Plan” that was developed for each Applicant prior to Bid Solicitation {RFP}, but rather a yet-to-be-developed “Workflow Plan”, as defined by Section 2.3 of the Revised Bid Solicitation {RFP} and specified by Section 3.4.1 of the Revised Bid Solicitation {RFP}.</p> <p>C. Please refer to the answer to Question #21.</p>
27	21	Section 3.1.2 Core Services (E)	<p>Section 3.1.2 CORE SERVICES E: In order that Vendor {Bidders} may provide accurate and comprehensive Quotes, please provide for each Pool type the anticipated total number of site inspections that will be required for any reason.</p> <p>The State is unable to provide an anticipated number of site inspections for each Pool type as asked by this Question.</p> <p>Vendors {Bidders} should refer to Section 3.4(L-M) of the Revised Bid Solicitation {RFP} for additional information regarding site inspection requirements.</p>
28	22	Section 3.2 Blanket P.O. {Contract} Startup (D)	<p>Section 3.2 BLANKET P.O. {CONTRACT} STARTUP D: Refers to a requirement that the Vendor {Contractor} must be proficient with both Xactimate and WorlTrac. There is reference to Xactimate but no reference to WorlTrac in the RREM Policies & Procedures or Requirements referenced via link in this Solicitation.</p> <p>A. Please clarify that WorlTrac is not a required Program tool and why it is therefore listed as a required Solicitation software.</p> <p>B. Please clarify what elements of work of this Solicitation the State anticipates would require the use of WorlTrac.</p>

#	Page #	RFP Section Reference	Question (Bolded) and Answer
			<p>C. Can the Vendor {Bidder} rely upon that the State has confirmed with the WorlTrac Software Owner/Vendor that licensing for any/all version(s) of WorlTrac which may have previously been used in implementing the services of the Program(s) would be available to the Vendor {Contractor}.</p> <p>A. The Vendor is required to be proficient in WorlTrac as specified by Section 3.2(D) of the Revised Bid Solicitation {RFP}.</p> <p>B. The Program requires the Vendor {Contractor} to maintain a comprehensive file for each Applicant's Project. This must be maintained by a document management system that provides reporting of both detailed and Program wide statistical information. The WorlTrac system is an industry recognized project management system that provides the level of comprehensive management required to effectively communicate with the stakeholders in the Program. By possessing proficiency in WorlTrac, the Vendor {Contractor} demonstrates its understanding of the level of document management, reporting and interfacing required to effectively perform the functions required by the Blanket P.O. {Contract} resulting from this Bid Solicitation {RFP}.</p> <p>C. No, this is not the responsibility of the State.</p>
29	22	Section 3.2 Blanket P.O. {Contract} Startup (F)	<p>Section 3.2 BLANKET P.O. {CONTRACT} STARTUP F: The tasks and sequence of those tasks as outlined is not clear: F1 indicates "review Project Plan tasks" necessitating that a Project Plan exists at that point. F3 indicates the Vendor {Contractor} will "Meet with the Applicant and Builder to review the Applicant's Project Plan within 60 days of the transfer". F4 then indicates the Vendor {Contractor} shall "Develop a detailed Project Plan".</p> <p>a. (relates also to Question 11 above) This sequence implies Project Plans exist. Please confirm whether Project Plans already exist for Applicants to be served and if so for all or how many?</p> <p>A Project Plan currently exists for all Applicants. The definition of Project Plan has been revised to clarify this term. Additionally, the term Workflow Plan has been added in order to clearly identify the responsibilities of the Vendor {Contractor}. Please refer to Section 2.3 of the Revised Bid Solicitation for the updated definitions.</p> <p>Furthermore, please refer to Section 3.2(F) of the Revised Bid Solicitation {RFP}, which has been changed.</p>
30	22	Section 3.2 Blanket P.O. {Contract} Startup (F4)	<p>Section 3.2 BLANKET P.O. {CONTRACT} STARTUP F4: Indicates plans must be submitted to SCM for review and approval. As SCM approval turnaround impacts the Vendor {Contractor's} ability to progress each file and reach indicated milestones, please provide the approval time frame that can be relied upon to develop this Quote.</p> <p>The State anticipates completing the review of each Workflow Plan within 30 calendar days; however, the State reserves the right to take additional time on a case by case basis if determined by the State to be necessary.</p>
31	22	Section 3.2 Blanket P.O.	<p>Section 3.2 BLANKET P.O. {CONTRACT} STARTUP F: As detailed in this Solicitation there will be an overlap of Program services between October 2017 (the indicated start of this Blanket PO) and May 2018 (the conclusion of</p>

#	Page #	RFP Section Reference	Question (Bolded) and Answer
		{Contract} Startup (F)	<p>Program services being provided by the “preceding Vendor”). Please clarify if the State anticipates that the Applicants to be served by this Solicitation will also continue to be served by the “preceding Vendor” during any overlap period and, if so, how will Applicants be directed to work as required with both Vendors to allow each to as effectively as possible deliver services required?</p> <p>The transition from the current Blanket P.O. {Contract} to the Blanket P.O. {Contract} resulting from this Bid Solicitation {RFP} will begin upon the award of the new Blanket P.O. {Contract}.</p>
32	22	Section 3.2 Blanket P.O. {Contract} Startup	<p>Section 3.2 BLANKET P.O. {CONTRACT} STARTUP indicates “All plans and procedures are subject to DCA, State and/or SCM approval.” For this and all other references within this Solicitation to a requirement to obtain DCA, State or SCM approval, as approval turnaround impacts the Vendor {Contractor’s} ability to progress each file and reach indicated milestones, please provide the approval time frame that can be relied upon to develop this Quote.</p> <p>The State will make every attempt to review and approve submitted plans and procedures as quickly as possible in order to facilitate the Vendor’s {Contractor’s} ability to quickly perform the services specified by this Bid Solicitation {RFP}. Please refer to the answer to Question #30 regarding review turnaround time for submitted Workflow Plans and Question #45 regarding Final Closeout.</p>
33	22	Section 3.2 Blanket P.O. {Contract} Startup (F)	<p>Page 22, Section Section F Please clarify whether the first applicant meeting is 30 days as referenced on page 22 in section 3.2 F or 60 days as referenced on page 23 in section 3.3 A?</p> <p>As specified by Section 3.2(F2) of the Revised Bid Solicitation {RFP}, the Vendor {Contractor} Project Manager shall introduce himself/herself to the Applicant’s DCA housing advisor within 30 calendar days of Project initiation.</p> <p>As specified by Section 3.2(F3) of the Revised Bid Solicitation {RFP}, the Vendor {Contractor} Project Manager shall meet with Applicant and Builder to review the Applicant’s Project Plan and current status of construction within 60 days of transfer.</p> <p>Additionally, please refer to Section 3.3(A) of the Revised Bid Solicitation {RFP}, which has corrected this timeframe to 60 calendar days.</p>
34	23	Section 3.2.1 Operational Plan (D & E)	<p>Section 3.2.1 OPERATIONAL PLAN D & E: Please clarify what is provided for each of D & E and how they differ?</p> <p>To clarify, “budget” referenced in D is for funds expended by the Vendor {Contractor} to meet each of the major requirements of this Bid Solicitation {RFP}. Comparatively, “cash flow projections for the Program” in E are for the cash flow projections of Program funds to Applicants, e.g. forecasting Applicant construction payment disbursements.</p>
35	22-23	Section 3.3 Applicant Interaction	<p>Sections 3.2 and 3.3, pages 22-23. Section 3.2 states that the contractors must provide an “Operationalized Call Center or Customer Service desk located in the State.” However, within Section 3.3 (Applicant Interaction), there is no mention of contractors having to provide the facility in which to meet applicants, or of requirements to support furniture and office equipment.</p>

#	Page #	RFP Section Reference	Question (Bolded) and Answer
			<p>Should Vendors assume that such a facility will be provided by the State of New Jersey, along with furniture and office equipment?</p> <p>The referenced sections do not require a facility for the Vendor {Contractor} to meet Applicants, only an operational call center for the purpose of telecommunications. Furniture and office equipment for the call center are at the discretion and cost of the Vendor {Contractor}.</p> <p>Please refer to Section 3.2(E) of the Revised Bid Solicitation {RFP}, which has removed the requirement that the call center be located physically in the State. However, the Vendor {Contractor} shall be fully compliant with Source Disclosure Requirements as specified by Section 7.1.2 of the Revised Bid Solicitation {RFP}.</p>
36	23	Section 3.3 Applicant Interaction	<p>Section 3.3, page 23. If the State of New Jersey will not provide the facility and furnishings for the Call Center/Customer Service desk, please provide the specifications of the facility and any furnishings or office equipment to be provided by the Vendor.</p> <p>Please refer to the answer to Question #35.</p>
37	23	Section 3.3 Applicant Interaction (A)	<p>Section 3.3 APPLICANT INTERACTIONS A: Refers to a requirement to meet with the Applicant to review the Project Plan and status within “30 calendar days”. All other references to this same service (see 3.2F3, 3.4B and 5.14B) indicate this meeting is to occur within 60 calendar days. Please reconcile.</p> <p>Please refer to Section 3.3(A) of the Revised Bid Solicitation {RFP}, which has corrected this timeframe to 60 calendar days.</p>
38	23	Section 3.3 Applicant Interaction (D & F)	<p>Section 3.3 APPLICANT INTERACTIONS opening paragraph, D & F: All refer to the Vendor {Contractor} intervening or mediating on behalf of the Applicant with the Builder and/or municipality. Please provide examples of how the State envisions the Vendor {Contractor} could successfully intervene or mediate with Builders or municipalities given contractual and other constraints/requirements.</p> <p>The Vendor {Contractor} shall participate in discussions regarding the Project that occur between the Applicant and Builder and/or municipality, and assist the Applicant with understanding the specifics of the issues being discussed, their options in any proposed or discussed resolutions, and next steps required to move the Project toward completion. It is not required that the Vendor {Contractor} take direct action or give direction to other parties in these discussions. It is the Vendor's {Contractor's} role to act in an advisory role only to the Applicant.</p> <p>Additionally, please refer to Section 3.3(F) of the Revised Bid Solicitation {RFP}, as the referenced language has been revised.</p>
39	23	Section 3.3 Applicant Interactions (F2)	<p>Section 3.3 APPLICANT INTERACTIONS F2: Indicates the Vendor {Contractor} shall “Acquire necessary documentation”. Please provide examples of the type of documentation to which this refers and how the State envisions the Vendor {Contractor} could be successful in acquiring it when the Applicant and Builder have been unsuccessful in doing so.</p> <p>The Vendor's {Contractor's} role shall include, but not be limited to, advising the Applicant on the proper documentation necessary for all aspects of their Project,</p>

#	Page #	RFP Section Reference	Question (Bolded) and Answer
			including municipal required documents, assisting them in filling out documents to be submitted to the municipality when they need assistance, providing a means by which the Applicant can deliver/provide documents, and notifying the SCM when an Applicant refuses to provide required documentation.
40	24	Section 3.3 Applicant Interactions (L)	<p>Section 3.3 APPLICANT INTERACTIONS L: Please provide assumptions to be used in developing this Quote for the number, location and day/time (Evenings? Weekends?) of all sessions to be held and the number and level of Vendor {Contractor} staffing required to participate.</p> <p>Historically, the Program has conducted a single 3-4 hour weekday session, ending no later than 8:00 p.m. EST, once a month, located in one (1) of the nine (9) most impacted counties. It is at the Vendor's {Contractor's} discretion as to how to staff the sessions; however; the Vendor {Contractor} is required to have enough technical support staff on site to manage Applicant interactions.</p> <p>The Vendor {Contractor} can expect each Vendor {Contractor} representative to spend approximately 15 minutes per Applicant served, and events have had a median of 48 applicants in attendance over the course of the past six (6) months.</p>
41	24	Section 3.4 Construction Management	<p>Section 3.4 CONSTRUCTION MANAGEMENT: Using the phrase "construction-related assistance". This is not a phrase used previously in RREM service documentation. Please clarify what type of "assistance" the State anticipates the Vendor {Contractor} would provide.</p> <p>This is referring to construction related project management assistance. The Vendor {Contractor} shall provide technical support to the Applicants regarding the construction of their Project, which would include, but not be limited to: explanations of construction processes and terminology, explanation of the sequence of operations necessary to move the Project to completion, description of the roles and responsibilities of all parties involved and when each is required to take action, and directing Applicants to resources where they can obtain additional information regarding their specific questions or construction related challenges.</p>
42	24	Section 3.4 Construction Management (B2)	<p>Section 3.4 CONSTRUCTION MANAGEMENT B2: Indicates the Vendor {Contractor} shall "Maintain contact with the Applicant to ensure that construction schedule is maintained". Please clarify how the State anticipates that the Vendor {Contractor} could "ensure" the construction schedule is maintained given contract and other constraints/influence limitations.</p> <p>Please refer to Section 3.4(B) of the Revised Bid Solicitation {RFP}, which has been revised in response to this question.</p>
43	26	Section 3.5 Quality Assurance/ Quality Control (C)	<p>Section 3.5 QUALITY ASSURANCE/QUALITY CONTROL C: Please clarify what types of reviews and which Applicant data should be reviewed.</p> <p>Please refer to Section 3.5 of the Revised Bid Solicitation {RFP} which has been revised.</p>
44	26	Section 3.5 Quality Assurance/ Quality Control (E)	<p>Section 3.5 QUALITY ASSURANCE/QUALITY CONTROL E: To allow Vendor {Bidder} to develop an accurate and comprehensive Quote, please clarify what additional quality assurance or control tasks should be anticipated and included in pricing.</p>

#	Page #	RFP Section Reference	Question (Bolded) and Answer
			The Vendor {Contractor} shall provide quality control and assurance to ensure that all submitted reports are accurate and all submitted documentation is complete. The Vendor {Contractor} shall also review all payment requests for eligibility based on Program guidelines and policies.
45	26	, Section 3.5 Quality Assurance/ Quality Control	<p>Section 3.5 QUALITY ASSURANCE/QUALITY CONTROL closing paragraph: Indicates “a review by the State for final determination before the file is closed.” As the duration of this final State determination impacts the Vendor {Contractor’s} ability to reach a payment milestone, please provide the final review time frame from the date the file was transmitted via iDone that can be relied upon to develop this Quote.</p> <p>The State anticipates completing final reviews within approximately 90 calendar days.</p>
46	27	Section 3.6 Compliance And Monitoring (F)	<p>Section 3.6 COMPLIANCE AND MONITORING F: To allow Vendor {Bidder} to develop an accurate and comprehensive Quote, please clarify what additional compliance and monitoring tasks should be anticipated and included in pricing.</p> <p>Other compliance and monitoring tasks, as referred to in Section 3.6(F), include tasks related to internal and external audits as well as compliance and monitoring for the prevention of waste, fraud, and abuse.</p>
47	27	Section 3.6 Compliance And Monitoring (H)	<p>Page 27, Section 3.6 COMPLIANCE AND MONITORING H: Please clarify: a. what the Project Plan “deliverables” are, b. How the Project Plan or its deliverables relates to Program goals and c. which Program goals are being referred to</p> <p>Please refer to Sections 2.3 and 3.4.1 of the Revised Bid Solicitation {RFP} for changes to the definition of Project Plan and the addition of Workflow Plan as it relates to the section referenced by this Question.</p> <p>The Workflow Plan deliverables refer to all documentation associated with providing the Applicant a Project specific plan for completing their individual Project. Program goals are fully stated in the Policies and Procedures. The Workflow Plan shall become a tool used by the Program to assist Applicants with completing their construction projects within the Program guidelines and applicable eligibility regulations.</p>
48	29	Section 3.9 Accounting And Reporting	<p>Section 3.9 ACCOUNTING AND REPORTING opening paragraph: To allow for accuracy and completeness in developing the Quote, please clarify what “interim reports” should be anticipated and included in the pricing.</p> <p>Interim reports will be requested on an as-needed basis by the SCM in order to ensure complete and accurate accounting and reporting as set forth in Section 3.9 of the Revised Bid Solicitation {RFP}.</p>
49	29	Section 3.9 Accounting And Reporting (D)	<p>Section 3.9 ACCOUNTING AND REPORTING D: Please clarify what “quality checks for all Applicant files are to be performed on a quarterly basis”.</p> <p>On a quarterly basis, the Vendor {Contractor} shall check the quality of completeness and accuracy of every active Applicant file that has been transferred to the Vendor {Contractor}.</p>

#	Page #	RFP Section Reference	Question (Bolded) and Answer
50	29	Section 3.9.1 Monthly Project Management Summary	<p>Section 3.9.1 MONTHLY PROJECT MANAGEMENT SUMMARY: Please clarify if the Vendor {Contractor} will have expanded SIROMs access and the ability to request/receive custom reports within 30 calendar days of the request.</p> <p>No, the Vendor {Contractor} will not have expanded SIROMS access and will not have the ability to request/receive custom reports.</p>
51	30	Section 3.11 Punch List	<p>Section 3.11 PUNCH LIST: Please clarify the rationale for transitioning responsibility for Punch List items from the Applicant's Builder to the Vendor {Contractor} given: That the cost of completing all contracted scope items is in the Applicant Builder's existing contract? The cost for the Vendor {Contractor} to instead complete those same items will be substantially more due to Prevailing Wage requirement, the fact that Punch Lists would represent relatively limited scopes of work which as "stand alones" are not appealing to potential subcontractor bidders particularly when the risk of involvement is considered ? The existence of remaining true Punch List items is not an inhibitor to issuance of a Certificate of Occupancy and therefore the Program Final Inspection and subsequent file close out.</p> <p>The State requires that Punch List services are provided as specified by Section 3.11 of the Revised Bid Solicitation {RFP} and this Bid Amendment {Addendum}. The intent of the Punch List services specified is to provide Applicants a mechanism for accomplishing construction-related work required to pass Final Inspection and/or reach Final Closeout. The Punch List services provided by the Vendor {Contractor} are meant to expedite Final Closeout when necessary, which in turn will allow the Vendor {Contractor} to reach the final payment milestone. This mechanism has been determined to be necessary by the State based upon prior Program experience.</p> <p>Punch list items for the purposes of this Bid Solicitation {RFP} refer to Program related work or code-required work that has not been completed by the Applicant. This work shall not be a part of an ongoing construction contract between the Applicant and the Builder and the work shall be required for the Applicant to successfully reach Final Closeout. The Punch List items shall be identified by the Vendor {Contractor}, the Applicant, and/or the Program, and agreed to by the Program and the Applicant prior to being assigned to the Vendor {Contractor}.</p>
52	30	Section 3.11 Punch List	<p>Section 3.11 PUNCH LIST:</p> <ul style="list-style-type: none"> A. Please provide examples of what the State would designate as Punch List items and work scope the State would deem as more substantial than would be appropriate for inclusion on a Punch List B. Please clarify if any of the type of work the State envisions would be potential transferrable Punch List to the Vendor {Contractor} would require a warranty period. C. Please provide the criteria for the shift in responsibility for completion of Punch List items from the Applicant contracted Builder to the Vendor {Contractor}. D. B - Confirm that potential Punch List subcontractors need not be identified by the Vendor {Bidder} with its Solicitation submission. E. What are the "specified requirements" indicated in the paragraph at the bottom of Page 30

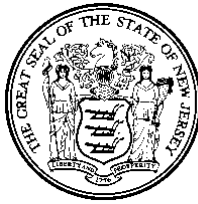
#	Page #	RFP Section Reference	Question (Bolded) and Answer
			<p>F. Provide examples of reasons the Punch List submission would be rejected if the Vendor {Contractor} had obtained 3 bids from NJ licensed subcontractors.</p> <p>G. Please provide the payment turnaround for SCM approved Punch List work</p> <p>H. What is the State's basis for indicating that the Vendor {Contractor} will receive no mark up for directly subcontracting Punch List task completion?</p> <p>I. Please confirm that any Prevailing Wage requirements pertain only to the Punch List subcontractor labor and not to any Vendor {Contractor} labor.</p> <p>A. Punch List items are to be addressed by the Vendor {Contractor} on a limited basis for:</p> <ol style="list-style-type: none"> 1. Projects where the Applicant has not contracted their Builders to complete outstanding Program specified work identified at their RREM Program Final Inspection totaling no greater than \$15,000. 2. Projects where the Applicant has terminated their Builders and has outstanding program specified work identified at their RREM Program Final Inspection totaling no greater than \$15,000. 3. Projects where the Applicant has not contracted their Builders to complete work required to achieve their Certificate of Occupancy totaling no greater than \$15,000. 4. Projects where the Applicant has terminated their Builders and has outstanding work required to achieve their Certificate of Occupancy totaling no greater than \$15,000. <p>B. When the Vendor {Contractor} undertakes Punch List items, the State is requiring a warranty period of six (6) months, unless specified otherwise by the State's Punch List request.</p> <p>C. Any work transferred to the Vendor {Contractor} shall not also be under contract with the Applicant's Builder. Any work that was performed by the Applicant's Builder may be transferred to the Vendor {Contractor} if that work is removed from their contract, or if the contract is terminated.</p> <p>D. Confirmed. The Vendor {Bidder} does not need to identify subcontractors performing Punch List service in its Quote {Proposal} submission. However, all proposed Punch List subcontractors must be identified by the Vendor {Contractor} at the time it submits a Punch List submission to the SCM, or DCA designated representative for review and approval prior to the commencement of work. The Vendor {Contractor} and its subcontractors shall meet all requirements of the Public Works Contractor Registration Act and the New Jersey Prevailing Wage Act for all performance of public work associated with Punch List services, as applicable.</p> <p>E. The requirements specified by the State that must be met by the Punch List submission in order to receive State approval.</p> <p>F. The Punch List submission may be rejected by the Program for any reason, at its sole discretion.</p> <p>G. Completed Punch List services will be paid based in accordance with current program guidelines for submittal of payment requests, and current turnaround times for payments is approximately 30 days.</p>

#	Page #	RFP Section Reference	Question (Bolded) and Answer
			<p>H. Cost plus a percentage of cost and percentage of construction cost methods of contracting are prohibited under current federal procurement regulations. Accordingly, Vendors {Bidders} shall include all administrative costs associated with the performance of Punch List services in the unit cost, which includes all costs associated with providing services under this Bid Solicitation {RFP}, Blanket P.O. {Contract}. Please see Section 3.12 Payment.</p> <p>I. Prevailing wage applies to public work and building services performed under this procurement as specified by Section 3.11.3 of the Revised Bid Solicitation {RFP} and in accordance with the NJ State Prevailing Wage Act, <u>N.J.S.A 34:11-56.25</u> et seq.</p>
53	31	Section 3.11.3 Prevailing Wage	<p>Section 3.11.3 PREVAILING WAGE: Please clarify the determination version to be used and the applicable duration.</p> <p>It is the Vendor's {Contractor's} responsibility to comply with the NJ State Prevailing Wage Act, <u>N.J.S.A 34:11-56.25</u> et seq., as applicable, for the entire term of the Blanket P.O. {Contract}.</p>
54	32	Section 3.12 Payment	<p>Section 3.12 PAYMENT: The proposed installments payments represent a significant cash flow burden for the Vendor {Contractor} given the likely time durations (historically months and even years) between the proposed payment milestones as compared to the labor outlay demands required to deliver the services of this Blanket PO over that time period. Is the State open to considering alternate payment terms?</p> <p>No.</p> <p>The Vendor {Contractor} will receive 30% of the Project's Unit Price for successfully completing the Applicant's Workflow Plan. This payment milestone provides payment to the Vendor {Contractor} in the early months of this Blanket P.O. {Contract}.</p>
55	32	Section 3.12 Payment	<p>Section 3.12 PAYMENT: Please clarify how the State proposes to compensate the Vendor {Contractor} for services rendered and costs incurred when any Applicant withdraws or is withdrawn at any point prior to the achievement of one of the three indicated payment milestones. For example, a Project Plan is approved for an Applicant (achieving payment milestone A 30%) and the project is then in construction over the following 13 months during which time the Project Manager is providing all the services indicated in the Solicitation. The Applicant is then administratively withdrawn prior to iDone transmission. How will the Vendor {Contractor} be paid for the 13 months of services rendered and costs incurred.</p> <p>The Vendor {Contractor} will only receive payment for the milestones that are successfully completed in accordance with Section 3.12 of the Revised Bid Solicitation {RFP}.</p>
56	32	Section 3.12 Payment	<p>Page 32, Section 3.12 How will the State reimburse the vendor for cost incurred for applicants that are administratively withdrawn from the program?</p>

#	Page #	RFP Section Reference	Question (Bolded) and Answer
			The Vendor {Contractor} will only receive payment for the milestones that are successfully completed in accordance with Section 3.12 of the Revised Bid Solicitation {RFP}.
57	32	Section 3.12 Payment	<p>Page 32, Section 3.12 How will the State reimburse the vendor for cost incurred for applicants who voluntarily drop-out of the program?</p> <p>The Vendor {Contractor} will only receive payment for the milestones that are successfully completed in accordance with Section 3.12 of the Revised Bid Solicitation {RFP}.</p>
58	32	Section 3.12 Payment	<p>Page 32, Section 3.12 How will the State reimburse the vendor for cost incurred for applicants that are non-responsive, or not following program regulations and thus, do not proceed through to receive a Certificate of Occupancy and/or final closeout?</p> <p>The Vendor {Contractor} will only receive payment for the milestones that are successfully completed in accordance with Section 3.12 of the Revised Bid Solicitation {RFP}.</p>
59	33	Section 3.13.2 Technical Environment	<p>Page 33, Section 3.13.2 What documents will be transmitted through the file transmission methods indicated in this section? Will the SIROMs iDone interface be revised to match one of these methodologies?</p> <p>The Vendor {Contractor} will not need to transmit any documents via the method discussed in Section 3.13.2 at this time.</p> <p>The SIROMS iDone interface is a secure electronic transmission of data via FTP to our SIROMS environment hosted outside of the State's Garden State Network. At this time, and for the foreseeable future, the SIROMS environment will remain outside of the State's Garden State Network. As such, the conditions of Section 3.13 do not apply to iDone interface until such time the SIROMS environment is hosted within the State's Garden State Network.</p>
60	40	Section 4.4.1.5 Small Business Subcontracting Set-Aside Blanket P.O. {Contacts}	<p>What is the small business subcontracting goal for this effort?</p> <p>Please refer to Section 4.4.1.5 of the Bid Solicitation {RFP} for information regarding small business subcontracting goals for this Bid Solicitation {RFP}.</p> <p>As specified by Section 4.4.1.5, if the Vendor {Bidder} chooses to use Subcontractors and fails to meet the small business subcontracting targets set forth, the Vendor {Bidder} must submit documentation demonstrating its good faith effort to meet the targets with its Quote {Proposal} or within seven (7) business days upon request.</p>
61	42	Section 4.4.1.5 Small Business Subcontracting Set-Aside Blanket P.O. {Contacts}	<p>Section 4.4.1.5, page 42. This section states that this contract has set-aside subcontracting goals for New Jersey Small Business Enterprises. However, these subcontracting goals do not appear to be provided within the RFP. Please clarify if there are defined goals for NJ small businesses, or if the intent is only to ask Vendors to submit documentation demonstrating their good faith efforts to secure NJ small businesses as subcontractors.</p> <p>Please refer to the answer to Question #60.</p>

#	Page #	RFP Section Reference	Question (Bolded) and Answer
62	46	Section 4.4.3.3.4 Contingency Plan	<p>Page 46, Section 4.4.3.3.4 The RFP does not include details of the Contingency Plan? Other than the Security Plan, what are the other components of this plan?</p> <p>The State is only requesting a Security Plan as part of the Contingency Plan, as specified by Section 4.4.3.3.4 of the Revised Bid Solicitation {RFP}. Vendors {Bidders} should refer to Section 5.9.3 of the Revised Bid Solicitation {RFP} for additional information regarding the components of the Security Plan.</p>
63	49-50	Section 4.4.5.2 Price Sheet/Schedule Attachment Instructions	<p>Section 1.2.1, pages 6-7; Section 4.4.5.2, pages 49-50; and Pricing Schedule Excel file. As noted in the referenced sections and the Pricing Schedule form, the unit price for all pools includes the cost of processing the applicant through Final Closeout. This would mean, for example, that the unit price for applicants entering through Pool 1A would include all the costs involved in Reconstruction and also the costs of the functions associated with Pools 2, 3, and 4. Please confirm that this understanding of the pricing instructions is correct.</p> <p>Correct. In the example, the Vendor {Contractor} shall receive the Pool 1A unit cost for taking the Applicant from initial transfer to Final Closeout.</p>
64	62	Section 5.15 Retainage	<p>Section 5.15 RETAINAGE: a. Please clarify the basis for 10% retainage on this Blanket PO when: the Payment terms (proposed to be 3 installments 30%/40%/30% - of the per Applicant firm fixed unit cost) themselves serve as retainage, and any single % installment payment is made only after the DCA SCM has approved that the Vendor {Contractor} has satisfactorily reached the indicated milestone requirements for that installment payment, and the likely time durations between these installments payments given the labor outlay demands to deliver services throughout create a significant cash flow burden on the Vendor {Contractor}. b. In the event, the State does not eliminate the proposed retainage, please provide the criteria to be utilized to determine satisfactory Vendor {Contractor} performance as it relates to the release of 90% of retainage held over the previous 3 months.</p> <p>Retainage has been removed, please refer to Section 5.15 of the Revised Bid Solicitation {RFP}.</p>
65	63	Section 5.17.1 Indemnification	<p>Section 5.17.1 INDEMNIFICATION: Please clarify that it is the State's intent that Indemnification (the Vendor {Contractor's} liability to the State pertains only to the Vendor {Contractor's} negligence or failure to properly perform services specifically outlined in this Solicitation.</p> <p>No. Please refer to Section 4.1 of the State Standard Terms and Conditions accompanying this Bid Solicitation {RFP}.</p>
66	63	Section 5.17.1 Indemnification	<p>Section 5.17.1 INDEMNIFICATION: Please confirm whether the State will Indemnify the Vendor {Contractor} against lawsuits brought by Applicants served by this Solicitation when the claims do not relate to the performance of the Vendor {Contractor's} responsibilities under this Blanket PO and, if indemnification is not to be provided the Vendor {Contractor} by the State in those instances whether legal fees incurred by the Vendor {Contractor} to defend against such frivolous law suits will be reimbursed as an additional cost.</p>

#	Page #	RFP Section Reference	Question (Bolded) and Answer
			<p>No. The State of New Jersey will not indemnify, defend, pay or reimburse for claims or take similar actions on behalf of the Vendor {Contractor}.</p> <p>Please refer to Section 4.1 of the State Standard Terms and Conditions accompanying this Bid Solicitation {RFP}.</p>
67	80	Section 3.7 of 9.0 SSTC Buy American	<p>Section 3.7 of 9.0 BUY AMERICAN: Indicates that manufactured items shall be produced in the US and certified as such if they are used in a “public work”. Please confirm whether this would apply to items installed in private residences as part of 3.11 Punch List activities.</p> <p>There are two “Buy American” provisions in New Jersey law that apply to the portions of the Blanket P.O. {Contract} that constitute public work. <u>N.J.S.A. 52:32-1</u> applies pursuant to the New Jersey Standard Terms and Conditions (SSTC) Section 3.7, Buy American, and <u>N.J.S.A. 52:33-1</u> applies via SSTC Section 2.1, Compliance-Laws.</p> <p>To the extent that it is unclear whether a specific portion of work constitutes “state work” or “public work,” the Vendor {Contractor} shall consult with the SCM who shall determine which of the work that the Vendor {Contractor} provides under this Blanket P.O. {Contract} are defined as a public work and require that the Vendor {Contractor} comply with the Buy American statutes, where applicable. For non-public work portions of the contract, the Buy American requirements do not apply.</p>



Bid Solicitation/Request for Proposal

Bid # 18DPP00166

For: T3086-Project Management Services for the
RREM and LMI Homeowners Rebuilding
Programs: DCA

Event	Date	Time
Vendor's {Bidder's} Electronic Question Due Date (Refer to Bid Solicitation {RFP} Section 1.3.1 for more information.)	08/28/17	2:00 PM
Mandatory/Optional Pre-Quote {Proposal} Submission Conference (Refer to Bid Solicitation {RFP} Section 1.3.6 for more information.)	Not Applicable	
Mandatory/Optional Site Visit (Refer to Bid Solicitation {RFP} Section 1.3.5 for more information.)	Not Applicable	
Quote {Proposal} Submission Date (Refer to Bid Solicitation {RFP} Section 1.3.2 for more information.)	09/20/17	2:00 PM

Dates are subject to change. All times contained in the Bid Solicitation {RFP} refer to Eastern Time. All changes will be reflected in Bid Amendments {Addenda} to the Bid Solicitation {RFP} posted on the Division of Purchase and Property website and on www.njstart.gov.

Small Business Set-Aside	Status	Category
	<input type="checkbox"/> Not Applicable <input type="checkbox"/> Entire Blanket P.O. {Contract} <input type="checkbox"/> Partial Blanket P.O. {Contract} <input checked="" type="checkbox"/> Subcontracting Only	<input checked="" type="checkbox"/> I <input checked="" type="checkbox"/> IV <input checked="" type="checkbox"/> II <input checked="" type="checkbox"/> V <input checked="" type="checkbox"/> III <input checked="" type="checkbox"/> VI

Bid Solicitation {RFP} Issued By
State of New Jersey
Department of the Treasury
Division of Purchase and Property
Trenton, New Jersey 08625-0230

Using Agency/Agencies
State of New Jersey
Department of Community Affairs
Sandy Recovery Division

Date: September 8, 2017

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Bid-Specific Documents/Attachments/Appendices:

- Revised Price Schedule Dated 09/08/17;
- Attachment #1 – Statement of Assurances;
- Offer & Acceptance Form; and
- Vendor {Bidder} Checklist.

1.0 INFORMATION FOR VENDORS {BIDDERS}

NOTICE: This Bid Solicitation {Request for Proposal (RFP)} is part of the **NJSTART** Procurement Program. ***The Vendor {Bidder} is advised to thoroughly read all sections, as many have been revised, and follow all instructions contained in this Bid Solicitation {RFP}, including the instructions on the Bid Solicitation's {RFP's} Offer and Acceptance Page {Signatory Page}*** and read through all Quick Reference Guides (QRGs) located on the **NJSTART Vendor Support Page** (<http://www.state.nj.us/treasury/purchase/njstart/vendor.shtml>), in preparing and submitting its Quote {Proposal}.

Terminology is listed by new **NJSTART** term; {existing term} appears in braces.

1.1 PURPOSE AND INTENT

This Bid Solicitation {RFP} is issued by the Procurement Bureau, Division of Purchase and Property (Division), Department of the Treasury on behalf of the Department of Community Affairs (DCA), Sandy Recovery Division (SRD). The purpose of this Bid Solicitation {RFP} is to solicit Quotes {Proposals} for a qualified Vendor {Contractor} with demonstrated experience in providing project management services for government-funded individual assistance programs to provide project management services for the State's Reconstruction, Rehabilitation, Elevation, and Mitigation (RREM) and Low-to-Moderate Income (LMI) Homeowners Rebuilding Programs.

The intent of this Bid Solicitation {RFP} is to award a Master Blanket Purchase Order (Blanket P.O.) {Contract} to that responsible Vendor {Bidder} whose Quote {Proposal}, conforming to this Bid Solicitation {RFP} is most advantageous to the State, price and other factors considered. The State may award any and all price lines. The State, however, reserves the right to separately procure individual requirements that are the subject of the Blanket P.O. {Contract} during the Blanket P.O. {Contract} term, when deemed by the Director of the Division of Purchase and Property (Director) to be in the State's best interest.

The State of NJ Standard Terms and Conditions (SSTC) accompanying this Bid Solicitation {RFP} will apply to all Blanket P.O.s {Contracts} made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this Bid Solicitation {RFP} and should be read in conjunction with them unless the Bid Solicitation {RFP} specifically indicates otherwise.

1.2 BACKGROUND

This is a reprocurement of similar services provided under the **G-8046 – RREM Program** term Blanket P.O. {Contract}, presently due to expire on **May 23, 2018**. Vendors {Bidders} interested in the current Blanket P.O. {Contract} specifications and pricing information may review the current Blanket P.O. {Contract} (G-8046) requirements via the Method of Operation at <http://www.state.nj.us/treasury/purchase/pricelists.shtml> and are cautioned that this new Bid Solicitation {RFP} may have additional or varying tasks from previous versions to address current requirements. Additionally, Vendors {Bidders} have the ability to view the G-8046 Request for Quotation (RFQ) at http://nj.gov/comptroller/sandytransparency/contracts/pdf/gilbane_solicitation.pdf.

On October 27, 2012, Governor Chris Christie signed Executive Order 104 declaring a State of Emergency in New Jersey related to the potential impact of Superstorm Sandy, which later caused massive property damage and loss of life. On October 30, 2012, former President Barack Obama declared a major disaster for New Jersey (Hurricane Sandy-Disaster Recovery (DR)-4086), thereby qualifying the State for federal disaster assistance funds. The Governor's Office designated DCA as the lead agency for use of the State's CDBG-DR funds. As the lead agency, DCA was tasked with formulating and implementing the State's Action Plan. As the DCA continues the recovery phase in the aftermath of the storm, there is a current need for project management services for Pathway B Applicants (Applicants).

Pathway B consists of Applicants who have identified and selected their own Program eligible Builder to complete home improvement, elevation, or construction projects under RREM and LMI Homeowners Rebuilding Programs (collectively herein referred to as the “Program”), funded using CDBG-DR dollars, as specified by the Program requirements and guidelines.

The Vendor {Contractor} will assist and advise Applicants whose grant awards have been in place a minimum of 18 months. In the event that an Applicant reaches the 18-month threshold during the term of this Blanket P.O. {Contract}, the Applicant will then become eligible to receive project management assistance.

Throughout the term of this Blanket P.O. {Contract}, the State estimates there will be approximately 2,200 Applicants served, as no more applications are being accepted and CDBG-DR funds must be expended by 2022.

1.2.1 APPLICANT PROJECT POOLS

Each Applicant’s Project will be assigned by DCA into one (1) of the below identified Pools upon Applicant engagement under this Blanket P.O. {Contract}.

The Pools are determined by the level of completion for each Applicant Project, as determined by the State, based upon the following:

- A. **Pool 1A (Reconstruction Projects)** - Projects that require reconstruction and have not yet passed municipal inspection for the Foundation and Walls to Grade. Reconstruction Projects are new construction projects and may begin with the demolition of the existing storm-damaged home and may require zoning and other pre-construction approvals beyond general building permits. Once the municipal inspection for the Foundation and Walls to Grade has been passed and the Project has also obtained any and all permits necessary to complete the Project, that Project would need to complete the inspection milestones outlined in Pool 2, Pool 3 and Pool 4 to achieve Final Closeout;
- B. **Pool 1B (Rehabilitation Projects without Elevation)** - Projects that require rehabilitation without elevation and have not yet passed municipal inspection for the Foundation and Walls to Grade. These Projects may not include major foundation work in its scope of work; however, the scope may include repairs to existing foundations or small additions. Once the municipal inspection for the Foundation and Walls to Grade has been passed and the Project has also obtained any and all permits necessary to complete the Project, that Project would need to complete the inspection milestones outlined in Pool 2, Pool 3 and Pool 4 to achieve Final Closeout;
- C. **Pool 1C (Rehabilitation Projects with Elevation)** - Projects that require rehabilitation with elevation and have not yet passed municipal inspection for the Foundation and Walls to Grade and/or municipal inspection of Top of Foundation (Elevation Certificate). Rehabilitation Projects with elevation generally require new foundations built on the existing footprint of the storm-damaged home. These Projects may not require as extensive pre-construction planning as reconstruction Projects (Pool 1A), but generally require more planning than rehabilitation Projects without elevation (Pool 1B). Once the municipal inspection for the Foundation and Walls to Grade has been passed, the Elevation Certificate has been uploaded to the Sandy Integration Recovery Operations and Management System (SIROMS) and the Project has also obtained any and all permits necessary to complete the individual Project, that Project would need to complete the inspection milestones outlined in Pool 2, Pool 3 and Pool 4 to achieve Final Closeout;
- D. **Pool 2** - Projects that have completed all the necessary steps outlined in Pools 1A, 1B or 1C, but have not yet passed municipal inspection for Plumbing Rough-In, Electrical/HVAC Rough-in, Rough Framing and Insulation. Once the Project has passed the municipal

inspection for Plumbing Rough-In, Electrical/HVAC Rough-in, Rough Framing and Insulation, the Project would need to complete the inspection milestones outlined in Pool 3 and Pool 4 to achieve Final Closeout;

- E. **Pool 3** - Projects that have not yet passed the municipal inspection for Plumbing-Final and Electrical-Final. Once the Project has passed these inspections, the Project would need to complete the inspection milestones outlined in Pool 4 to achieve Final Closeout; and
- F. **Pool 4** - Projects that have essentially completed construction, but have not yet passed municipal Inspection and received a Certificate of Occupancy (CO). Once the CO is obtained, the Project Manager shall conduct a Final Inspection to make sure that Program requirements have also been met and achieve Final Closeout.

Given the dynamic nature of the Program, the State may reassign a specific project to a different pool than initially assigned, based on the criteria set forth above.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Division will electronically accept questions and inquiries from all potential Vendors {Bidders} via the “Q&A” Tab of the Bid Solicitation {RFP} in **NJSTART**.

- A. Questions should be directly tied to the Bid Solicitation {RFP} and asked in consecutive order, from beginning to end, following the organization of the Bid Solicitation {RFP}; and
- B. Each question should begin by referencing the Bid Solicitation {RFP} page number and section number to which it relates.

Vendors {Bidders} may refer to the QRG “Submit a Quote” for additional instruction. QRGs are located on the [NJSTART Vendor Support Page](#).

A Vendor {Bidder} must not contact the Using Agency and/or the Procurement Specialist directly, in person, by telephone or by e-mail, concerning this Bid Solicitation {RFP}.

The cut-off date for electronic questions and inquiries relating to this Bid Solicitation {RFP} is indicated on the Bid Solicitation {RFP} cover sheet. In the event that questions are posed by Vendors {Bidders}, answers to such questions will be issued by Bid Amendment {Addendum}. Any Bid Amendment {Addendum} to this Bid Solicitation {RFP} will become part of this Bid Solicitation {RFP} and part of any Blanket P.O. {Contract} awarded as a result of this Bid Solicitation {RFP}. Bid Amendments {Addenda} to this Bid Solicitation {RFP}, if any, will be posted as a File Attachment on the “Summary” page of the Bid Solicitation {RFP} in **NJSTART** after the cut-off date. (See Bid Solicitation {RFP} Section 1.4.1 for further information.)

1.3.1.1 EXCEPTIONS TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS (SSTC)

Questions regarding the SSTC and exceptions to mandatory requirements must be posed during this Electronic Question and Answer period and shall contain the Vendor's {Bidder's} suggested changes and the reason(s) for the suggested changes.

1.3.2 SUBMISSION OF QUOTES {PROPOSALS}

In order to be considered for award, the Quote {Proposal} must be received by the Procurement Bureau of the Division at the appropriate location by the required time.

Vendors {Bidders} shall submit a Quote {Proposal} either electronically through **NJSTART** or via hard copy. In the event that the Vendor {Bidder} submits a Hard copy Quote {Proposal}, it must be submitted to the physical location noted below:

PROPOSAL RECEIVING ROOM – 9TH FLOOR
DIVISION OF PURCHASE AND PROPERTY
DEPARTMENT OF THE TREASURY
33 WEST STATE STREET, P.O. BOX 230
TRENTON, NJ 08625-0230

Directions to the Division are available on the web at <http://www.state.nj.us/treasury/purchase/directions.shtml>.

QUOTES {PROPOSALS} NOT RECEIVED PRIOR TO THE QUOTE {PROPOSAL} OPENING DEADLINE SHALL BE REJECTED. THE DATE AND TIME OF THE QUOTE {PROPOSAL} OPENING ARE INDICATED ON THE BID SOLICITATION {RFP} COVER SHEET AND IN THE “SUMMARY” TAB OF THE BID SOLICITATION WEBPAGE WITHIN **NJSTART.**

Note: A Vendor {Bidder} using U.S. Postal Service regular or express mail services should allow additional time since the U.S. Postal Service does not deliver directly to the Proposal Receiving Room. A Vendor {Bidder} should make every effort to submit its Quote {Proposal} well ahead of the Quote {Proposal} submission deadline to mitigate unforeseen delays or issues. The Vendor {Bidder} is solely responsible for the timely submission of its Quote {Proposal} in response to this Bid Solicitation {RFP}.

Procedural inquiries concerning this Bid Solicitation {RFP} may be directed to njstart@treas.nj.gov and/or (609) 341-3500.

The State will not respond to substantive questions related to the Bid Solicitation {RFP} or any other Blanket P.O. {Contract} via this e-mail address or phone number. For inquiries related to substantive questions refer to Section 1.3.1 (Electronic Question and Answer Period).

1.3.3 **[NJSTART](#)**

The Division is pleased to announce its new eProcurement solution “**NJSTART**.”

Vendor {Bidder} Support:

Vendors {Bidders} are strongly encouraged to visit the [NJSTART Vendor Support Page](#), which contains Quick Reference Guides (QRGs), supporting videos, a glossary of **NJSTART** terms, and helpdesk contact information.

The Vendor {Bidder} should utilize the QRGs before attempting to submit its Quote {Proposal} using the **NJSTART** process. It is the Vendor’s {Bidder’s} responsibility to ensure that the **NJSTART** Quote {Proposal} and attachments have been properly submitted.

1.3.4 **ELECTRONIC SIGNATURES**

Vendors {Bidders} submitting Quotes {Proposals} through **NJSTART** may sign the forms listed in Section 4.4.1 (Forms, Registrations and Certifications Required with Quote {Proposal}) and Section 4.4.2 (Forms, Registrations and Certifications Required Before Blanket P.O. {Contract} Award and That Should Be Submitted with the Quote {Proposal}) of this Bid Solicitation {RFP} electronically by typing the name of the authorized signatory in the “Signature” block as an alternative to downloading, physically signing the form, scanning the form, and uploading the form to **NJSTART**.

Vendors {Bidders} submitting Quotes {Proposals} in hard copy format, must provide forms with original, physical signatures, otherwise its Quote {Proposal} may be deemed non-responsive.

1.3.5 MANDATORY/OPTIONAL SITE VISIT

Not applicable to this procurement.

1.3.6 MANDATORY/OPTIONAL PRE-QUOTE {PROPOSAL} CONFERENCE

Not applicable to this procurement.

1.3.7 PRE-QUOTE {PROPOSAL} DOCUMENT REVIEW

The following are publicly available documents that a Vendor {Bidder} needs to review in order to prepare and submit accurate and comprehensive Quotes {Proposals}:

A. LMI Policies and Procedures:

<http://www.renewjerseystronger.org/homeowners/lmi-homeowners-rebuilding-program/>;

B. RREM Policies and Procedures:

<http://www.renewjerseystronger.org/wp-content/uploads/2017/04/Reconstruction-Rehabilitation-Elevation-and-Mitigation-RREM-Program-Policies-Procedures.pdf>; and

C. Records Retention, Fraud and CDBG-DR Requirements: <http://www.renewjerseystronger.org/plans-reports/sandy-cdbg-dr-policies/>.

1.4 ADDITIONAL INFORMATION

1.4.1 BID AMENDMENTS {ADDENDA}: REVISIONS TO THIS BID SOLICITATION {RFP}

In the event that it becomes necessary to clarify or revise this Bid Solicitation {RFP}, such clarification or revision will be by Bid Amendment {Addendum}. Any Bid Amendment {Addendum} to this Bid Solicitation {RFP} will become part of this Bid Solicitation {RFP} and part of any Blanket P.O. {Contract} awarded as a result of this Bid Solicitation {RFP}.

There are no designated dates for release of Bid Amendments {Addenda}. Those Vendors {Bidders} who are on the bidholder list either through commodity code registration in **NJSTART** or by acknowledging the bid in **NJSTART** should receive notification of any Bid Amendment(s) {Addenda}. If a Vendor {Bidder} is not on the bidholder list to receive notifications related to a Bid Solicitation {RFP}, Bid Amendments {Addenda} are still viewable on the “Summary” page of the Bid Solicitation {RFP} in **NJSTART**.

BID AMENDMENTS {ADDENDA} WILL BE ISSUED AS FILE ATTACHMENTS, AND ARE VIEWABLE ON THE “SUMMARY” PAGE OF THE BID SOLICITATION {RFP} IN **NJSTART.** Vendors {Bidders} may refer to the QRG “Submit a Quote” for additional instruction. QRGs are located on the [NJSTART Vendor Support Page](#).

It is the sole responsibility of the Vendor {Bidder} to be knowledgeable of all Bid Amendments {Addenda} related to this procurement. An interested Vendor {Bidder} should check the **NJSTART** “Open Bids” Tab on a daily basis to ensure review of the most updated information.

1.4.2 VENDOR {BIDDER} RESPONSIBILITY

The Vendor {Bidder} assumes sole responsibility for the complete effort required in submitting a Quote {Proposal} in response to this Bid Solicitation {RFP}. No special consideration will be given

after Quotes {Proposals} are opened because of a Vendor's {Bidder's} failure to be knowledgeable as to all of the requirements of this Bid Solicitation {RFP}.

1.4.3 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a Vendor {Bidder} in the preparation and submittal of a Quote {Proposal} in response to this Bid Solicitation {RFP}.

1.4.4 CONTENTS OF QUOTE {PROPOSAL}

Quotes {Proposals} can be released to the public pursuant to N.J.A.C. 17:12-1.2(b) and (c), or under the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 et seq., or the common law right to know.

After the opening of sealed Quotes {Proposals}, including Quotes {Proposals} submitted through the **NJSTART** electronic process, all information submitted by a Vendor {Bidder} in response to a Bid Solicitation {RFP} is considered public information notwithstanding any disclaimers to the contrary submitted by a Vendor {Bidder}. Proprietary and confidential information may be exempted from public disclosure by OPRA and/or the common law. When the Bid Solicitation {RFP} contains a negotiation component, the Quote {Proposal} will not be subject to public disclosure until a notice of intent to award a Blanket P.O. {Contract} is announced.

As part of its Quote {Proposal}, a Vendor {Bidder} may designate any data or materials it asserts are exempt from public disclosure under OPRA and/or the common law, explaining the basis for such assertion. The location in the Quote {Proposal} of any such designation should be clearly stated in a cover letter. The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the Vendor {Bidder} accordingly. Any proprietary and/or confidential information in a Quote {Proposal} will be redacted by the State. **The State will not honor any attempt by a Vendor {Bidder} to designate its entire Quote {Proposal} and/or prices as proprietary, confidential and/or to claim copyright protection for its entire Quote {Proposal}.** Copyright law does not prohibit access to a record which is otherwise available under OPRA. In the event of any challenge to the Vendor's {Bidder's} assertion of confidentiality with which the State does not concur, the Vendor {Bidder} shall be solely responsible for defending its designation, but in doing so, all costs and expenses associated therewith shall be the responsibility of the Vendor {Bidder}. The State assumes no such responsibility or liability.

A Vendor {Bidder} shall not designate any price lists and/or catalogs submitted as exempt from public disclosure as the same must be accessible to State Using Agencies and Cooperative Purchasing Program participants (if the Bid Solicitation {RFP} has been extended to these participants) and thus must be made public to allow all eligible purchasing entities access to the pricing information.

1.4.4.1 NOTICE OF EXECUTIVE ORDER 125 REQUIREMENT FOR POSTING OF WINNING QUOTE {PROPOSAL} AND BLANKET P.O. {CONTRACT} DOCUMENTS

Pursuant to Executive Order No. 125, signed by Governor Christie on February 8, 2013, the Office of the State Comptroller ("OSC") is required to make all approved State Blanket P.O.s {Contracts} for the allocation and expenditure of federal reconstruction resources available to the public by posting such Blanket P.O.s {Contracts} on an appropriate State website. Such Blanket P.O.s {Contracts} are posted on the New Jersey Sandy Transparency website located at: <http://nj.gov/comptroller/sandytransparency/contracts/sandy/>.

The Blanket P.O. {Contract} resulting from this Bid Solicitation {RFP} is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will post a copy of the Blanket P.O. {Contract}, including the Bid Solicitation {RFP}, the winning Vendor's {Bidder's} Quote {Proposal} and other

related Blanket P.O. {Contract} documents for the above Blanket P.O. {Contract} on the Sandy Transparency website.

In submitting its Quote {Proposal}, a Vendor {Bidder} may designate specific information as not subject to disclosure. However, such Vendor {Bidder} must have a good faith legal and/ or factual basis to assert that such designated portions of its Quote {Proposal} (i) are proprietary and confidential financial or commercial information or trade secrets or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the Quote {Proposal} of any such designation should be clearly stated in a cover letter, and a redacted copy of the Quote {Proposal} should be provided.

The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the winning Vendor {Bidder} accordingly. The State will not honor any attempt by a winning Vendor {Bidder} to designate its entire Quote {Proposal} as proprietary, confidential and/or to claim copyright protection for its entire Quote {Proposal}. In the event of any challenge to the winning Vendor's {Bidder's} assertion of confidentiality with which the State does not concur, the Vendor {Bidder} shall be solely responsible for defending its designation.

1.4.5 ANNOUNCEMENT OF QUOTE {PROPOSAL} INFORMATION

On the date and time Quotes {Proposals} are due under the Bid Solicitation {RFP}, all information concerning the Quotes {Proposals} submitted may be publicly announced and shall be available for inspection and copying except as noted below:

- A. Information appropriately designated as proprietary and/or confidential shall not be available for inspection and copying; and
- B. Where negotiation is contemplated, only the names and addresses of the Vendors {Bidders} submitting Quotes {Proposals} will be announced, and the contents of the Quotes {Proposals} shall not be available for inspection and copying until the Notice of Intent to Award is issued by the Director.

1.4.6 PRICE ALTERATION IN HARD COPY QUOTES {PROPOSALS}

Hard copy Quote {Proposal} prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a Blanket P.O. {Contract} award from being made to the Vendor {Bidder}.

1.4.7 QUOTE {PROPOSAL} ERRORS

In accordance with N.J.A.C. 17:12-2.11, "Proposal errors," a Vendor {Bidder} may withdraw its Quote {Proposal} as described below.

1.4.7.1 QUOTE {PROPOSAL} WITHDRAWAL PRIOR TO QUOTE {PROPOSAL} OPENING

NJSTART: A Vendor {Bidder} may withdraw its Quote {Proposal} submission in **NJSTART** prior to the Quote {Proposal} opening; however, Vendors {Bidders} should note that while withdrawn **NJSTART** Quotes {Proposals} remain viewable by the Vendor {Bidder} on its Vendor Profile Homepage, they are removed from the Division's view and cannot be considered for Blanket P.O. {Contract} award. The Vendor {Bidder} may submit a revised Quote {Proposal} as long as the Quote {Proposal} is received prior to the announced date and time for Quote {Proposal} submission. Vendors {Bidders} may refer to the QRG "Submit a Quote" for additional instruction. QRGs are located on the [NJSTART Vendor Support Page](#).

Hard Copy: A Vendor {Bidder} may request that its hard copy Quote {Proposal} be withdrawn prior to the Quote {Proposal} opening. Such request must be made, in writing, to the Supervisor of the

Proposal Review Unit at the address provided in Section 1.4.7.2 below. The Vendor {Bidder} may submit a revised Quote {Proposal} as long as the Quote {Proposal} is received prior to the announced date and time for Quote {Proposal} submission and at the place specified.

1.4.7.2 QUOTE {PROPOSAL} WITHDRAWAL AFTER QUOTE {PROPOSAL} OPENING, BUT PRIOR TO BLANKET P.O. {CONTRACT} AWARD

NJSTART and Hard Copy: If, after the Quote {Proposal} opening, but before Blanket P.O. {Contract} award, a Vendor {Bidder} discovers an error in its Quote {Proposal}, the Vendor {Bidder} may make a written request to the Supervisor of the Proposal Review Unit to withdraw its Quote {Proposal} from consideration for award. If the Vendor's {Bidder's} request to withdraw is made in good faith, and the State will not be significantly prejudiced by granting the withdrawal of the Quote {Proposal} beyond the loss of the benefit of the bargain to the State of the withdrawing Vendor's {Bidder's} offer, the request shall be granted. Evidence of the Vendor's {Bidder's} good faith in making this request can be demonstrated by one (1) or more of the following factors: A mistake is so significant that to enforce the Blanket P.O. {Contract} resulting from the Quote {Proposal} would be unconscionable; that the mistake relates to a material feature or term of the Blanket P.O. {Contract}; and that the mistake occurred notwithstanding the Vendor's {Bidder's} exercise of reasonable care. After Quote {Proposal} opening, while pursuant to the provisions of this section a Vendor {Bidder} may request to withdraw its Quote {Proposal} and the Director may in her discretion allow said Vendor {Bidder} to withdraw it, the Division also may take notice of repeated or unusual requests to withdraw by a Vendor {Bidder} and take those prior requests to withdraw into consideration when evaluating the Vendor's {Bidder's} future Quotes {Proposals}.

All Quote {Proposal} withdrawal requests must include the Bid Solicitation {RFP} identification number and the final Quote {Proposal} submission date and be sent to the following address:

Department of the Treasury
Division of Purchase and Property
PO Box 039
33 West State Street – 9th Floor
Trenton, New Jersey 08625-0039
Attention: Supervisor, Proposal Review Unit

If during a Quote {Proposal} evaluation process, an obvious pricing error made by a potential Blanket P.O. {Contract} awardee is found, the Director or her designee shall issue written notice to the Vendor {Bidder}. The Vendor {Bidder} will have up to five (5) business days after receipt of the notice to confirm its pricing. If the Vendor {Bidder} fails to respond, its Quote {Proposal} shall be considered withdrawn, and no further consideration shall be given to it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing, other than a disparity between the unit price and extended price and the Vendor's {Bidder's} intention is not readily discernible from other parts of the Quote {Proposal}, the Director may seek clarification from the Vendor {Bidder} to ascertain the true intent of the Quote {Proposal}. If the Vendor {Bidder} inadvertently completes the "Discount" field and the "Unit Cost" field, the Discounted Unit Cost will prevail.

1.4.8 JOINT VENTURE

If a Joint Venture is submitting a Quote {Proposal}, the agreement between the parties relating to such Joint Venture should be submitted with the Joint Venture's Quote {Proposal}. Authorized signatories from each party comprising the Joint Venture must sign the Offer and Acceptance Page {Signatory Page}. Each party to the Joint Venture must individually comply with all the forms and certification requirements in Sections 4.4.1 and 4.4.2 of this Bid Solicitation {RFP}.

1.4.9 RECIPROCITY FOR JURISDICTIONAL VENDOR {BIDDER} PREFERENCE

In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State Vendor {Bidder} whose state or locality maintains a preference practice for its in-state Vendors {Bidders}. The State of New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Procurement Officials, or the National Institute of Governmental Purchasing or a State's statutes and regulations to identify States having preference laws, regulations, or practices and to invoke reciprocal actions. The State of New Jersey may obtain additional information as it deems appropriate to supplement the stated survey information.

A Vendor {Bidder} may submit information related to preference practices enacted for a State or Local entity outside the State of New Jersey. This information may be submitted in writing as part of the Quote {Proposal} response, including name of the locality having the preference practice, as well as identification of the county and state, and should include a copy of the appropriate documentation, i.e., resolution, regulation, law, notice to Vendor {Bidder}, etc. It is the responsibility of the Vendor {Bidder} to provide documentation with the Quote {Proposal} or submit it to the Director within five (5) business days after the deadline for Quote {Proposal} submission. Written evidence for a specific procurement that is not provided to the Director within five (5) business days of the public Quote {Proposal} submission date may not be considered in the evaluation of that procurement, but may be retained and considered in the evaluation of subsequent procurements.

1.4.10 QUOTE {PROPOSAL} ACCEPTANCES AND REJECTIONS

N.J.A.C. 17:12-2.7(d), the Director's right to waive minor irregularities or omissions in a Quote {Proposal} and N.J.A.C. 17:12-2.2 which defines causes for Quote {Proposal} rejection, apply to all Quotes {Proposals}. In addition, pursuant to N.J.S.A. 52:34-12, the Director retains the right to reject all Quotes {Proposals} if it is in the public interest.

2.0 DEFINITIONS

2.1 CROSSWALK

NJSTART Term	Equivalent Existing New Jersey Term
Bid/Bid Solicitation	RFP/Solicitation
Bid Amendment	Addendum
Change Order	Contract Amendment
Master Blanket Purchase Order (Blanket P.O.)	Contract
Offer and Acceptance Page	Signatory Page
Quote	Proposal
Vendor	Bidder/Contractor

2.2 GENERAL DEFINITIONS

The following definitions will be part of any Blanket P.O. {Contract} awarded or order placed as a result of this Bid Solicitation {RFP}.

Definitions are listed by new **NJSTART** terminology; {existing terminology} appears in braces.

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: labor costs, overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

Best and Final Offer or BAFO – Pricing timely submitted by a Vendor {Bidder} upon invitation by the Bureau after Quote {Proposal} opening, with or without prior discussion or negotiation.

Bid or Bid Solicitation {RFP or Solicitation} – This series of documents, which establish the bidding and Blanket P.O. {Contract} requirements and solicits Quotes {Proposals} to meet the needs of the Using Agencies as identified herein, and includes the Bid Solicitation {RFP}, State of NJ Standard Terms and Conditions (SSTC), price schedule, attachments, and Bid Amendments {Addenda}.

Bid Amendment {Addendum} – Written clarification or revision to this Bid Solicitation {RFP} issued by the Bureau. Bid Amendments {Addenda}, if any, will be issued prior to Quote {Proposal} opening.

Business Day - Any weekday, excluding Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

Calendar Day – Any day, including Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

Change Order {Contract Amendment} – An alteration or modification of the terms of a Blanket P.O. {Contract} between the State and the Vendor(s) {Contractor(s)}. A Change Order {Contract Amendment} is not effective until it is signed and approved in writing by the Director or Deputy Director, Division of Purchase and Property.

Cooperative Purchasing Program – The Division's intrastate program that provides procurement-related assistance to New Jersey local governmental entities and boards of education, State and county colleges and other public entities having statutory authority to utilize select State Blanket P.O.s {Contracts} issued by the Division, pursuant to the provisions of N.J.S.A. 52:25-16.1 et seq.

Days After Receipt of Order (ARO) - Means the number of calendar days 'After Receipt of Order' in which the Using Agency will receive the ordered materials and/or services.

Director – Director, Division of Purchase and Property, Department of the Treasury, who by statutory authority is the Chief Contracting Officer for the State of New Jersey.

Discount - Means the standard discount applied by the Vendor {Bidder} to all items.

Discounted Unit Cost – Means “Unit Cost” field multiplied by (100 percent minus the “Discount” field percentage).

Division – The Division of Purchase and Property.

Evaluation Committee – A committee established or Division staff member assigned by the Director to review and evaluate Quotes {Proposals} submitted in response to this Bid Solicitation {RFP} and recommend a Blanket P.O. {Contract} award to the Director.

Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs.

Freight - Means Freight on Board (FOB) Destination.

Joint Venture – A business undertaking by two (2) or more entities to share risk and responsibility for a specific project.

Master Blanket Purchase Order (“Blanket P.O.”) {Contract} – The Blanket P.O. {Contract} consists of the State of NJ Standard Terms and Conditions (SSTC), the Bid Solicitation {RFP}, the responsive Quote {Proposal} submitted by a responsible Vendor {Bidder} as accepted by the State, the notice of award, any Best and Final Offer, any subsequent written document memorializing the agreement, any modifications to any of these documents approved by the State and any attachments, Bid Amendment {Addenda} or other supporting documents, or post-award documents including Change Orders {Contract Amendments} agreed to by the State and the Vendor {Contractor}, in writing.

May – Denotes that which is permissible or recommended, not mandatory.

No Bid – The Vendor {Bidder} is not submitting a price Quote {Proposal} for an item on a price line.

No Charge – The Vendor {Bidder} will supply an item on a price line free of charge.

Ownership Disclosure Form – Refers to the Statement of Bidder/Vendor Ownership as utilized in [NJSTART](#).

Primary Form – An electronic form contained within a Vendor's {Bidder's} [NJSTART](#) profile designated by the Vendor {Bidder} as the primary or principal version of the required form.

Procurement Bureau (Bureau) - The Division unit responsible for the preparation, advertisement, and issuance of Bid Solicitations {RFPs}, for the tabulation of Quotes {Proposals} and for recommending award(s) of Blanket P.O.(s) {Contract(s)} to the Director and the Deputy Director.

QRGs – Quick Reference Guides.

Quote {Proposal} – Vendor’s {Bidder’s} timely response to the Bid Solicitation {RFP} including, but not limited to, technical Quote {Proposal}, price Quote {Proposal}, and any licenses, forms, certifications, or other documentation required by the Bid Solicitation {RFP}.

Retainage - The amount withheld from the Vendor {Contractor} payment that is retained and subsequently released upon satisfactory completion of performance milestones by the Vendor {Contractor}.

Revision – A response to a BAFO request or a requested clarification of the Vendors {Bidders} Quote {Proposal}.

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 {Proposal} as non-responsive.

Should – Denotes that which is permissible or recommended, not mandatory.

Small Business – Pursuant to N.J.A.C. 17:13-1.2, “small business” means a business that meets the requirements and definitions of “small business” and has applied for and been approved by the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one (1) of the three (3) following categories: For goods and services - (A) 0 to \$500,000 (Category I); (B) \$500,001 to \$5,000,000 (Category II); and (C) \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III); For construction services: (A) 0 to \$3,000,000 (Category IV); (B) gross revenues that do not exceed 50 percent of the applicable annual revenue standards established at 13 CFR 121.201 (Category V); and (C) gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201, (Category VI).

State – The State of New Jersey.

State Contract Manager or SCM – The individual, as set forth in Section 8.0, responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work. The SCM cannot direct or approve a Change Order {Contract Amendment}.

Subtasks – Detailed activities that comprise the actual performance of a task.

Subcontractor – An entity having an arrangement with a Vendor {Contractor}, whereby the Vendor {Contractor} uses the products and/or services of that entity to fulfill some of its obligations under its State Blanket P.O. {Contract}, while retaining full responsibility for the performance of all [the Vendor’s {Contractor’s}] obligations under the Blanket P.O. {Contract}, including payment to the Subcontractor. The Subcontractor has no legal relationship with the State, only with the Vendor {Contractor}.

Task – A discrete unit of work to be performed.

Unit Cost – All-inclusive, firm fixed price charged by the Vendor {Bidder} for a single unit identified on a price line.

Using Agency[ies] – A State department or agency, a quasi-State governmental entity, or a Cooperative Purchasing Program participant, authorized to purchase products and/or services under a Blanket P.O. {Contract} procured by the Division. This Blanket P.O. {Contract} may be used by the Using Agencies or quasi-governmental agencies specifically identified in the Bid Solicitation {RFP}. In addition, with the approval of the Director of the Division of Purchase and Property and the agreement of the Vendor {Contractor}, the Blanket P.O. {Contract} may be used by any Using Agency or quasi-State governmental entity.

Vendor {Bidder} – An entity offering a Quote {Proposal} in response to the Division's Bid Solicitation {RFP}.

Vendor {Contractor} – The Vendor {Bidder} awarded a Blanket P.O. {Contract} resulting from this Bid Solicitation {RFP}.

2.3 BLANKET P.O. {CONTRACT}-SPECIFIC DEFINITIONS/ACRONYMS

Applicant (Pathway B Applicant) – A New Jersey resident participating in Pathway B of the RREM or LMI Homeowners Rebuilding Programs.

Applicant Project Pool (Pool) – A grouping of Applicant Projects based upon DCA designated points in the Program completion process.

Builder – A general construction firm selected by an Applicant to complete remaining construction work by an Applicant at the time of grant signing.

Certificate of Occupancy (CO) – A document issued by a local government agency or building department certifying a building's compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupancy.

Core Services – Essential services provided to Applicants by the Vendor {Contractor} as specified by Section 3.1.2 of the Bid Solicitation {RFP}.

Closeout – Process initiated by an Applicant with the submittal of the Certificate of Occupancy or Program-approved equivalent, demonstrating all construction requirements have been completed.

Community Development Block Grant-Disaster Recovery (CDBG-DR) – The provision of flexible grants to help cities, counties, and states recover from Presidentially declared disasters, especially in low-income areas, subject to availability of supplemental appropriations.

Community Development Block Grant-Disaster Recovery Action Plan (Action Plan) – A plan established by the State to demonstrate its proposed use of HUD funds, including criteria for eligibility and how the use of these funds will address disaster relief, long-term recovery, restoration of infrastructure and housing and economic revitalization in the most impacted and distressed areas of the State approved by HUD.

Data Warehouse – Storage/staging area for incoming data from various third-party sources.

Disaster Recovery Grant Reporting (DRGR) – A system developed by HUD to provide access to grant funds and report performance accomplishments for grant-funded activities.

Draw Request – A periodic request by a Builder for a portion of the contract price for a job, usually according to the percentage of completion of the work and the cost of materials and labor.

Duplication of Benefits – Assistance from multiple sources in which the assistance amount exceeds the need for a particular recovery purpose.

Final Closeout – The point at which an Applicant's Project is complete, the State's review has been finalized, and the file has been successfully submitted to Final Grant Reconciliation Mailing Stage in SIROMS.

Fund Request – Requests for grant funding from Applicants during the life of the Project potentially including: reimbursement, construction advance, first draw, second draw, design services, and retainage.

Housing Counseling Organizations – Non-profit organizations participating in the Sandy Housing Counseling Program that are funded by the State of New Jersey to assist Applicants with the completion of applications and to guide them through the recovery process.

iDone Interface – The interface created between the Vendor {Contractor} and the SIROMS system that allows the transmission of files and data from the Vendor {Contractor} to the SIROMS system.

Low-to-Moderate Income Program Homeowners Rebuilding Program (LMI) – A program designed to provide reconstruction, rehabilitation and elevation assistance to homeowners of low-to-moderate income (LMI) who were impacted by Superstorm Sandy and whose damaged primary residence is located in one (1) of the nine (9) most impacted counties of the State.

New Jersey Department of Community Affairs (DCA) – A State agency created to provide administrative guidance, financial support and technical assistance to local governments, community development organizations, businesses and individuals to improve the quality of life in New Jersey.

New Jersey Department of Environmental Protection (DEP) – An agency responsible for managing the State's natural resources and addressing issues related to pollution.

Open Public Records Act (OPRA) – The State statute that governs the public's access to its records (N.J.S.A. 47:1A-1 et seq.).

Pathway B – The process in which an Applicant has identified and selected their own Builder validated by the Project Manager to complete home improvement, elevation, or construction projects as a result of Hurricane Sandy, utilizing RREM and LMI Homeowners Rebuilding funds.

Personal Identifying Information (PII) – Any data that could potentially identify a specific individual.

Program – The Reconstruction, Rehabilitation, Elevation, and Mitigation (RREM) and Low-to-Moderate Income (LMI) Homeowners Rebuilding Programs, collectively.

Project – The reconstruction or rehabilitation of a home owned by an Applicant accepted into the RREM and/ or LMI programs.

Project Managers – The Vendor's {Contractor's} designated individuals responsible for ensuring the completion of Core Services (Reference Bid Solicitation {RFP} Section 3.1.2) and all tasks described herein.

Project Plan – A plan detailing the costs required to successfully reconstruct or rehabilitate an Applicant's home. This plan inclusive of an Applicant's scope of work as established in each Applicant's grant documentation as part of the grant agreement.

Punch List – A document prepared near the end of a construction Project listing Program-required or code-related work not completed by the Applicant that the Vendor {Contractor} must complete prior to its final payment.

Reconstruction, Rehabilitation, Elevation, and Mitigation Program (RREM) – Provides grant awards to the owners of storm-damaged primary residences to restore their homes, including reconstruction, rehabilitation, elevation and/or other mitigation activities.

Sandy Recovery Division Program (SRD) – A division of DCA that manages the majority of the federal funds being used to assist the State in recovering from Superstorm Sandy.

Small Business Administration (SBA) – A federal agency responsible for bolstering and promoting the economy in general by providing assistance to small businesses.

Sandy Integration Recovery Operations and Management System (SIROMS) – Program management information system of record.

United States Department of Housing and Urban Development (HUD) – A federal agency developed to support community development and home ownership by improving affordable home ownership opportunities, increasing safe and affordable rental options, reducing chronic homelessness, fighting housing discrimination by ensuring equal opportunity in the rental and purchase markets, and supporting vulnerable populations.

Unmet Need – The amount required to complete the Project Plan after duplicative assistance has been subtracted from the homeowner's total need prior to any Program assistance; calculated as total development cost minus duplication of benefits minus grant award.

Vendor {Contractor} Queue – The projects assigned to the Vendor {Contractor} to complete under the terms of this Bid Solicitation {RFP}.

Workflow Plan – The total detailed plan developed by the Vendor {Contractor} that incorporates the Applicant's Project Plan and includes, but is not limited to, a construction milestone schedule and payment schedule. It shall clearly document the individual steps required to complete the Project through the performance of the Final Closeout.

Xactimate – Replacement cost estimating software for property claims.

3.0 SCOPE OF WORK

3.1 ESSENTIAL REQUIREMENTS

Because CDBG-DR funds will be used to support the Program, the Vendor {Contractor} shall be responsible for ensuring that the Program components are administered in a way that is completely consistent and compliant with all applicable federal and State statutes, regulations, and any other such guidance as may be issued by a federal government or State governmental agency with jurisdiction.

The Vendor {Contractor} shall comply with, at a minimum:

- A. The Vendor {Contractor} shall be fully aware, ready and able to provide project management services to the State as required by the project management components specified by Bid Solicitation {RFP} 3.1.1 and Core Services specified by Bid Solicitation {RFP} Section 3.1.2. The Vendor {Contractor} shall be fully operational within 30 days from the date of Blanket P.O. {Contract} award. Additionally, the Vendor {Contractor} must comply with all requirements and services outlined by this Bid Solicitation {RFP} and the Program policies and procedures; and
- B. The Vendor {Contractor} shall consult as specified by this Bid Solicitation {RFP} with DCA and follow all applicable federal and State statutes and regulations including, at a minimum:
 - 1. Tax Information Security Guidelines as set forth in the Internal Revenue Service Publication 1075: <https://www.irs.gov/pub/irs-pdf/p1075.pdf>;
 - 2. Section 3 of the Housing and Urban Development Act of 1968: <https://www.gpo.gov/fdsys/pkg/USCODE-2011-title12/pdf/USCODE-2011-title12-chap13-sec1701u.pdf>;
 - 3. 24 CFR 135 as amended: <https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=1&SID=5f521aff99b15785b2351c9582d7c638&ty=HTML&h=L&mc=true&n=pt24.1.135&r=PART>; and
 - 4. Statement of Assurances for Contractor/Consultant – Additional Federally Funded Agreement Provisions Applicable to Community Development Block-Grant-Disaster Recovery Funded Projects (Attachment #1), as applicable.

3.1.1 PROJECT MANAGEMENT COMPONENTS

Project management shall include the following components as described below:

- A. Start-up;
- B. Applicant Interaction;
- C. Construction Management;
- D. Quality Assurance/Quality Control;
- E. Compliance and Monitoring;
- F. Issue Tracking and Fraud, Waste, and Abuse Coordination; and
- G. Invoicing and Reporting.

3.1.2 CORE SERVICES

The Vendor {Contractor} shall, at a minimum, provide the following Core Services:

- A. Provide construction-related guidance to the Applicant throughout the construction process, including technical assistance, and act as a liaison with the Builder to assist in Project completion. This includes, but is not limited to:
 - 1. Assisting Applicants in understanding their roles and responsibilities for the successful completion of their Project; and
 - 2. Interfacing with the Applicant's Builder to translate construction related terms and answer the Applicant's questions related to construction.
- B. Act as a liaison with municipalities on behalf of the Applicant for permitting, zoning, and inspection inquiries;
- C. Review and submit Applicant Funds Requests to DCA for approval;
- D. Review and revise, as appropriate, an Applicant's Project Plan using Xactimate if there is an Unmet Need of greater than \$15,000;
- E. Complete all required and/or State requested site inspections to confirm that a Project meets Program requirements and standards set forth in this Bid Solicitation {RFP} and included in the Program policies and procedures. The Vendor {Contractor} shall re-inspect sites as needed to determine construction requirements in the case of changes in Project Plan scope;
- F. Establish interface with SIROMS within 30 days of Blanket P.O. {Contract} award, in order to be able to upload all Applicant-related documentation as it is received by the Vendor {Contractor}. This includes, at a minimum, entering all Applicant activity and interactions, including comprehensive case notes, and submitting all completed files via iDone interface;
- G. Respond to all requests from Applicants and the State within the timeframes outlined herein; and
- H. Ensure that Program assistance is provided to Applicants in a manner that is fair, transparent, and expeditious.

Core Services may be adjusted and/or expanded in accordance with modifications to the Program policies and regulations as specified by DCA and approved by the Division. The Vendor {Contractor} shall provide services as required by the State in order to meet Program policies and regulations as long as the additional services required are within the Scope of Work of this Bid Solicitation {RFP}.

3.2 BLANKET P.O. {CONTRACT} STARTUP

The Vendor {Contractor} shall be responsible for startup operations, staffing, and logistics to ensure that it is operational 30 calendar days from the date of Blanket P.O. {Contract} award.

Note: The Vendor may request a "virtual" KM or teleconference, in writing, within two (2) business days after the Blanket P.O. {Contract} award. The SCM will respond to the request in writing within twenty-four (24) hours.

The Vendor {Contractor} shall, at a minimum:

- A. Schedule a Kickoff Meeting (KM) and meet in person with the State Contract Manager (SCM) within five (5) business days after Blanket P.O. {Contract} award. This meeting shall include discussion of, at minimum:

1. Blanket P.O. {Contract} intent and scope;
 2. Proper methods and channels of communication between the Vendor {Contractor} and the SCM;
 3. Development and finalization of status reporting forms and mechanisms;
 4. Finalization of any preliminary plans submitted with the Vendor's {Contractor's} original Quote {Proposal} submission (see Bid Solicitation {RFP} Section 4.4.3.3.2) into the Operational Plan (OP), as specified by Bid Solicitation {RFP} Section 3.2.1. The OP shall incorporate the decisions and recommendations made to all preliminary plans during the KM;
 5. Development of the prototype Workflow Plan documents package as specified by Bid Solicitation {RFP} Section 3.4.1; and
 6. Additional topics deemed necessary by the SCM.
- B. Coordinate with the State for the transfer of all relevant files, data, and information that may be held by the preceding Vendor {Contractor} and/or the State within five (5) business days of the award of the Blanket P.O. {Contract};
- C. Establish interface with the SIROMS system within 30 calendar days of Blanket P.O. {Contract} award;
- D. Perform SIROMS training as provided by DCA within 30 calendar days of Blanket P.O. {Contract} award. This system must be utilized by the Vendor {Contractor} for all Program-related information management. In addition to SIROMS, the Vendor {Contractor} must be proficient with the following software and online tools: Xactimate – Property Estimation (Software and/or Online Tool) and WorlTrac – Property/Claim Assessment (Software and/or Online Tool); Provide Program initiation/ instruction for employees and subcontractor(s), if applicable;
- E. Provide an Operationalized Call Center to receive Applicant communications between 8:00am and 5:00pm EST, Monday through Wednesday and Friday of each week and between 8:00am and 7:00pm on Thursdays, State holidays excluded. For a list of observed State holidays, please reference <http://www.state.nj.us/nj/about/facts/holidays/>. Request for closure on holidays not observed by the State shall be made to the SCM at least seven (7) business days prior to the requested closure date.
1. Applicant oral and written communications shall be responded to within one (1) business day of receipt; and
 2. Applicant calls are not to be on hold for longer than 15 minutes total during the length of a call.
- F. Assign Applicant files to Project Managers who shall:
1. Research file and review Applicant's Project Plan;
 2. Introduce himself/ herself to Applicant's DCA housing advisor within 30 calendar days of Project initiation;
 3. Meet with Applicant and Builder to review the Applicant's Project Plan and current status of construction within 60 days of transfer; and
 4. Develop detailed Workflow Plan and submit to SCM for review and approval within 15 calendar days of meeting with the Applicant and Builder.

- G. Develop and submit a Site Inspection Form to the SCM within 30 calendar days of Blanket P.O. {Contract} award; and
- H. Develop and submit a prototype Workflow Plan documents package in accordance with Section 3.4.1 of the Bid Solicitation {RFP} to the SCM within 30 calendar days of Blanket P.O. {Contract} award.

All plans and procedures are subject to DCA, State and/or SCM approval.

3.2.1 OPERATIONAL PLAN

The Vendor {Contractor} shall be responsible for completing a DCA approved Operational Plan (OP) within 30 days of Blanket P.O. {Contract} award. DCA reserves the right to require revisions by the Vendor {Contractor} to the OP as necessary to meet the requirements of this Bid Solicitation {RFP}.

The OP shall include, at a minimum:

- A. Complete and comprehensive methods to implement the Core Services specified herein;
- B. Complete and comprehensive set of operating procedures to meet all requirements of the Program policies and procedures and this Bid Solicitation {RFP}, timeframes included;
- C. A comprehensive plan to achieve HUD Section 3 goals for hiring as required under 24 C.F.R. PART 135 and as modified by the HUD CDBG-DR Notice of March 5, 2013;
- D. A Program budget setting forth the amount of Program funds that will be expended each quarter for each of the major requirements of this Bid Solicitation {RFP}; and
- E. Cash flow projections for the Program.

3.3 APPLICANT INTERACTION

The Vendor {Contractor} shall provide Applicants with Program-related assistance, including, but not limited to, intervention on behalf of Applicants with Builders or municipalities, guidance as to Program policies, the disbursement of grant funds and notification of Applicant issues to DCA as appropriate.

The Vendor {Contractor} shall, at a minimum:

- A. Meet with the Applicant to review the Project Plan and status of construction within 60 calendar days of referral by DCA;
- B. Provide information to the Applicant as to the Program policies and procedures and the construction process, as requested;
- C. Update Applicants when relevant Program policies and procedures are revised;
- D. Mediate issues that arise between the Applicant and the Builder;
- E. As appropriate, communicate Applicant's issues to DCA;
- F. Assist Applicant with all local government questions and concerns, including:
 - 1. Act as a liaison with municipalities on behalf of Applicant for permitting, inspection, and zoning inquiries within 15 calendar days of the Applicant's request for assistance; and

2. Assist the Applicant in the attempt to acquire necessary documentation if the Applicant or Builder reaches an impasse with the local government.
- G. Contact Applicant at least once every 30 calendar days;
1. If unable to make contact with Applicant after three (3) attempts, provide written notice to the SCM detailing its attempts to contact the Applicant; and
 2. Submit this written notice to the SCM within two (2) business days of the close of the 30 calendar day contact window.
- H. Document every Applicant interaction in SIROMS, including comprehensive case notes within one (1) business day of the interaction;
- I. Explain and provide protocol concerning Personal Identifying Information (PII) to the Applicant and Builder;
- J. Gather documentation from Applicant and upload into SIROMS within two (2) business days of receipt;
- K. Prepare Applicant for Closeout; and
- L. Attend information sessions as requested by DCA.

3.4 CONSTRUCTION MANAGEMENT

The Vendor {Contractor} shall provide Applicants with construction-related assistance and guidance throughout the construction process and will ensure that all Core Services provided comply with Program policies and procedures, federal and State regulations and requirements.

The Vendor {Contractor} shall, at a minimum:

- A. Conduct a validation of the Applicant's Builder within five (5) business days of builder notification. If the Applicant has not yet chosen a Builder, then the Vendor {Contractor} shall conduct validation after a Builder has been selected. The Builder validation shall contain, at a minimum:
 1. Documented confirmation that the Applicant's Builder has all required State registrations and licenses;
 2. Documented confirmation that the Builder is not debarred by HUD or the State, and complies with all required State and federal regulations applicable to the Program; and
 3. Uploading a PDF copy of documentation of all validation checks for the Applicant's file into SIROMS within two (2) business days of validation.
- B. Coordinate a meeting with the Applicant and Builder to create and review the Applicant's Project Plan details and current status of construction within 60 calendar days from the date of initial transfer of the file by DCA to the Vendor {Contractor};
 1. Develop and finalize Workflow Plan as specified by Bid Solicitation {RFP} Sections 3.2(F) and 3.4.1;
 2. Maintain contact with the Applicant to assist the Applicant in maintaining the construction schedule. This includes, but is not limited to:
 - i. Providing Applicants with milestones and approximate timeframes required to meet the milestones; and
 - ii. Providing periodic reminders and notifications to let the Applicant know

where their Project is, relative to meeting the specified milestones.

3. Notify the Applicant of a change in their Project Manager within two (2) business days of the change taking place.
- C. Review and submit Applicant's Fund Requests to DCA within ten (10) business days of receipt for approval based on the below criteria. Upon approval, DCA will disburse Applicant funds as follows:
1. Applicant may receive a 50% advance payment on their construction award amount, upon submission of Applicant's proposed Builder and the Project Manager's validation of the Applicant's Builder;
 2. Thereafter, two (2) construction-related Fund Requests may be submitted for reimbursement of completed work; and
 3. In the event that the Applicant's Fund Request lacks adequate supporting documentation, the Vendor {Contractor} shall return it to the Applicant with a detailed explanation of the rejection within ten (10) business days receipt of the Fund Request.
- D. Provide construction-related guidance throughout the construction process, including assistance to the Applicant and Builder for technical questions as needed and in compliance with the Program and Workflow Plan timeframes;
- E. Respond to all Applicant and Builder technical and general construction questions within two (2) business days of receipt;
- F. Collect documentation from the Builder and upload into SIROMS within two (2) business days of receipt;
- G. Review and revise, as appropriate, an Applicant's Project Plan using Xactimate;
- H. Review and recommend changes to an Applicant's Project Plan on an as needed basis;
- I. Notify the State with a detailed analysis within five (5) business days when a revision to an Applicant's Project Plan is determined to be necessary. Revisions may include changes to the status of the Applicant's Project Plan since its origination or last revision. This may also include the need to revise for varying town/municipality requirements;
- J. Identify Applicant files during the final year of the Blanket P.O. {Contract} term that are unlikely to be completed within six (6) months of Blanket P.O. {Contract} expiration and immediately notify the SCM in writing with relevant back-up explanation(s) of why each Applicant will not complete the Program by Blanket P.O. {Contract} expiration. Include evidence supporting the finding(s);
- K. Collaborate and work with the Applicant and Builder to gather all necessary documentation required for Project Closeout;
- L. Conduct a site inspection every 45 days after commencement of construction and/or after the Applicant submits a draw request to ensure construction progress is continual. The Vendor {Contractor} shall encourage the Applicant to have the Builder present during site inspections. Additionally, the Vendor {Contractor} shall provide necessary documentation for the Applicant and Builder, including information and guidance pertaining to the Program and Project completion.
1. Provide the DCA approved Site Inspection Form as specified by Bid Solicitation {RFP} Section 3.2, as necessary; and

2. If construction has not commenced, meet with the Applicant and Builder, if necessary, every 45 calendar days to gather information, progress, and status reports.
- M. Conduct final inspection to determine that the Applicant's Project Plan has been completed according to the Program's construction standards and energy efficiency/green building standards have been met so that the file can be transmitted via iDone;
1. Final inspection shall be conducted within 15 calendar days after the Applicant has submitted all required documentation to the Vendor {Contractor};
 2. After final inspection, the Vendor {Contractor} shall transmit the complete file through iDone within 15 calendar days.
- N. Provide re-inspection if necessary;
- O. Provide reconciliation or Project Plan adjustment as necessary;
- P. Ensure that no Project Manager handles more than 20 Applicant Projects concurrently, unless otherwise approved in writing by the SCM; and
- Q. Notify the SCM within five (5) business days of knowledge that the Applicant has stopped construction without proper cause.

3.4.1 WORKFLOW PLAN

The Workflow Plan shall consist of at a minimum a critical path schedule developed to suit an individual Applicant's Project Plan and current level of completion. The schedule should indicate the major milestones an Applicant must reach to complete their Project and the sequence of activities. It shall also incorporate the construction payments stipulated in the Applicant's construction contract coordinated with the Program payment process.

The Vendor {Contractor} shall develop a prototype package of Workflow Plan documents that it will use Program wide. The package shall be designed to be user friendly for Applicants that are not versed in construction industry terms and standard practices. The package shall give the Applicants the information they need to track and report progress to the Vendor {Contractor} and shall be used to supplement the Program payment process.

3.5 QUALITY ASSURANCE/QUALITY CONTROL

The Vendor {Contractor} shall perform routine weekly quality checks of the Applicant files, including electronic records, to ensure that quality assurance is met. The results must be reported to the SCM weekly in writing.

The Vendor {Contractor} shall at a minimum:

- A. Develop and adapt internal operations to ensure that Program policies and procedures are being followed;
- B. Ensure that operational processes have adequate controls in place to comply with all applicable federal and State requirements;
- C. Review all documentation provided by the Applicant for accuracy and completeness and assist the Applicant in obtaining missing information by giving the Applicant specific direction on where to find or how to obtain the information;
- D. Review all documentation prepared by the Vendor {Contractor} for the Program for accuracy and completeness;
- E. Promptly correct and re-submit all documentation when errors are identified;

- F. Coordinate with the State to ensure that proper controls are set forth in the Program policies and procedures to prevent fraud, waste and abuse;
- G. Perform other quality assurance or quality control tasks or reviews required by the Program policies and procedures and/or DCA;
- H. Gather feedback from the SCM and internally as to potential problems and potential inefficiencies;
- I. Establish a protocol for peer reviews as issues arise with files, and perform a review of completed files prior to iDone transmission;
- J. Conduct a final review for validation/verification that includes:
 - 1. Reviewing status of any open issues;
 - 2. Resolving all issues before completing the final review, which may include coordination with Applicant; and
 - 3. Researching files and provide documentation to DCA as required.

After the Vendor {Contractor} has completed its review(s), all outstanding issues related to any aspect of an Applicant's file will be reviewed by the State for a final determination before the file is closed. A State review with unresolved issues will delay closure of the Applicant file until the issues are resolved.

3.6 COMPLIANCE AND MONITORING

The Vendor {Contractor} shall provide compliance and monitoring as follows:

- A. Furnish Program information in the manner or format requested by the State on a timely basis, as necessary for the State to evaluate Program performance, including the following:
 - 1. Construction progress;
 - 2. Payments; and
 - 3. Projections for expenditures and Applicant Project construction completion.
- B. Conduct internal audits as necessary to ensure compliance with all requirements of the Bid Solicitation {RFP}, Blanket P.O. {Contract} and Program rules and regulations;
- C. Ensure compliance with reporting requirements as specified by this Bid Solicitation {RFP};
- D. Identify operational compliance issues associated with the compliance reviews of Program policies and procedures and report findings to the State immediately;
- E. Perform data analysis to detect or confirm trends (e.g. permit processing time in certain counties, problems with certain builders, etc.);
- F. Perform other compliance or monitoring tasks required by the DCA and in accordance with Program regulations. The State may request the Vendor {Contractor} to provide access to records and permit access to personnel for compliance related inquiries;
- G. Establish a subject matter expert point person(s) to work with SCM and DCA compliance and monitoring staff on a daily basis;
- H. Periodically review all Workflow Plan deliverables to track progress and consistency with Program goals; and

- I. Meet in person or telephonically with DCA on a quarterly basis to discuss opportunities for improvement and to identify risks.

3.7 ISSUE TRACKING AND FRAUD/WASTE AND ABUSE COORDINATION

The Vendor {Contractor} shall assist with obtaining and providing all relevant information to the State regarding issue tracking and fraud, waste and abuse coordination and shall be fluent with DCA's Detection of Fraud, Waste and Abuse Policy within 30 calendar days of Blanket P.O. {Contract} award, which can be found at the following web address: <http://www.renewjerseystronger.org/wp-content/uploads/2017/06/2.10.3-Fraud-Waste-and-Abuse.pdf>.

The Vendor {Contractor} shall, at a minimum:

- A. Determine the scope and extent of any potential fraud/abuse/waste concerns regarding the Applicant and/or Builder:
 1. Direct the Applicant to contact DCA and other law enforcement agencies, as appropriate.
- B. Identify and report to the SCM potential fraud/abuse/waste activity in the Program as soon as discovered;
- C. Cooperate with external auditors such as HUD, the HUD Office of the Inspector General, and integrity monitors;
- D. Assist the SCM with relevant investigations; and
- E. Assist the SCM with: Open Public Records Act (OPRA) and Freedom of Information Act (FOIA) requests, subpoenas, and prosecutorial requests. Upon any such request to the Vendor {Contractor} directly, immediately notify and forward the request and supporting documentation to the SCM.

3.8 DOCUMENT MANAGEMENT AND RECORDS RETENTION

The Vendor {Contractor} shall store and retrieve physical documents and electronic images of all paper documents, Applicant-related emails, correspondence, training material, and policy and procedures associated with the Program in a secure environment and in accordance with federal requirements and Section 5.8 of this Bid Solicitation {RFP}.

Documents and images must be stored and archived according to Program, State, and federal guidelines for record retention, file documentation, document management, quality control, reporting, Program and federal compliance, and issue tracking. The State, at its discretion, may elect to adopt uniform document management and records retention policy to which the Vendor {Contractor} must be compliant.

The Vendor {Contractor} shall, at a minimum:

- A. Retain Applicant files according to federal requirements and Section 5.15 of the State of New Jersey Standard Terms and Conditions;
- B. Utilize SIROMS to:
 1. Upload all Applicant-related documentation;
 2. Enter all Applicant interactions; and
 3. Submit all completed files via the iDone interface in SIROMS.
- C. Provide the State with full access to the Vendor's {Contractor's} electronic and physical

records pertaining to this Blanket P.O. {Contract}, including all reports, documents, or other material as requested by the State;

- D. Adhere to State image system certification processes administered by the Record Management Service Branch of the Division of Revenue and Enterprise Services, which can be found at the following web address: <http://www.nj.gov/treasury/revenue/rms/index.shtml>;
- E. Establish a process to ensure that all requests directed to the Vendor {Contractor} for information that falls under OPRA are recorded and transmitted electronically to the SCM;
- F. Receive and process incoming Program-related documents according to Program requirements;
- G. Identify existing and new Applicant documents and images, classify them by type, and store them in SIROMS;
- H. Implement a process to be used to organize the documents for later retrieval, and implement controls for document filing and incoming mail and fraud prevention;
- I. Store application files (physical and electronic) in a secure environment;
- J. Develop a disaster recovery plan to prevent destruction of the files from natural disasters, flood, fire, sabotage, or theft within 45 calendar days of Blanket P.O. {Contract} award;
- K. Research inquiries regarding missing documents or any pertinent information required;
- L. Maintain an inventory of all documents and records and monitor for accuracy and completeness;
- M. Ensure documents are processed according to Program deadlines; and
- N. At the end of the Blanket P.O. {Contract} term, return to the State all records, documents, and files associated with the Program and the performance of this Blanket P.O. {Contract}, at the Vendor's {Contractor's} expense. This includes, but is not limited to, electronic and paper files, drawings, plans, storage devices, and any other record pertaining to the Program.

3.9 ACCOUNTING AND REPORTING

Program effectiveness depends upon accurate reporting by the Vendor {Contractor} and accountability to DCA. In addition to the scheduled reports, the Vendor {Contractor} shall provide the SCM with interim reports as requested by the SCM. The specific format of the reports will be determined by the State during the KM.

The Vendor {Contractor} shall, at a minimum:

- A. Supervise accounting staff and ensure compliance with this Bid Solicitation {RFP}, as appropriate;
- B. Interface with SRD Finance staff as appropriate;
- C. Review all Applicant Fund Requests for completeness and accuracy before submission to DCA;
- D. Conduct quality checks for all Applicant files on a quarterly basis and report, in writing, all findings to the SCM, for the duration of the Blanket P.O. {Contract} term;

- E. Provide the SCM, on a weekly basis, a written update of work completed the prior week for the appropriate Applicant file; and
- F. Meet in-person or telephonically on a monthly basis with the SCM to discuss the status of Program deliverables.

3.9.1 MONTHLY PROJECT MANAGEMENT SUMMARY

The Vendor {Contractor} shall provide the SCM with a comprehensive status report on all Applicants remaining in the Program on a monthly basis. The report shall be delivered to the SCM on the fifth business day of each month. The report shall include, at a minimum:

- A. Milestones and Deliverables – Provide a list of tasks, milestones, and the date of documentation receipt/completion:
 - 1. Projected Project Plan start and completion date;
 - 2. Current percentage of Project Plan completed; and
 - 3. Project Plan actual start and completion date.
- B. Team Progress - Provide specific scope/tasks with a detailed summary of expected progress for each:
 - 1. Tasks scheduled/completed during the previous month; and
 - 2. Tasks scheduled for the upcoming month.
- C. Issue, Risk, and Change Management - Provide detailed summary for each of the below:
 - 1. Open issues;
 - 2. Open Risks; and
 - 3. Mitigation Plan - Provide detailed summary of planned corrective actions for any presented issue and/or risk.
- D. Funding Status - Summary of current Pool funding that includes:
 - 1. Funding to date;
 - 2. Funding remaining on each task order (must be broken down by RREM/LMI identification number);
 - 3. Percentage invoiced for each Pool;
 - 4. Total contract value/cumulative total invoiced to date; and
 - 5. Current cumulative remaining funding.

3.10 PERSONNEL REQUIREMENTS

The Vendor {Contractor} shall be responsible for monitoring its staff, subcontractors, and any State-provided assets, if applicable. The Vendor {Contractor} shall, at a minimum:

- A. Ensure that all staff actions efficiently follow Program policies and procedures and federal and State regulations and requirements;
- B. Supervise internal and subcontractor employee activities;

- C. Review subcontractor's deliverables and procedures regularly to ensure compliance with this Blanket P.O. {Contract} and CDBG-DR requirements. Administrative requirements include, but are not limited to: flow-down clauses, incorporation of Blanket P.O. {Contract}, Program policies and procedures, and any standards issued while implementing the Program; and
- D. Communicate potential issues and risks to the State.

3.11 PUNCH LIST

The Vendor {Contractor} shall be responsible for the completion of all Punch List items as required in order to facilitate the completion of the Program requirements and final Closeout. When required, the Vendor {Contractor} shall provide the SCM with a detailed Punch List specifying all tasks required in order to facilitate Closeout. Punch List items may include incomplete or incorrect installations or incidental damage to existing finishes, material, and structures. Additionally, the Vendor {Contractor} shall provide the following information with all Punch List submissions:

- A. Detailed list of all construction related work required and the justification for each Punch List task;
- B. List of proposed subcontractors identified by task to be performed;
- C. Timeframe from SCM approval of the Punch List to completion for each proposed Punch List task; and
- D. Itemized task cost quote including labor, materials, and the not-to-exceed total cost.

The SCM, or DCA designated representative, will review the Punch List submission for Blanket P.O. {Contract} compliance and cost reasonableness. DCA reserves the right to require that the Vendor {Contractor} solicit a minimum of three (3) subcontractor price Quotes {Proposals} for one (1) or more proposed Punch List tasks. Moreover, DCA reserves the right to reject the Punch List submission or to require re-submittal by the Vendor {Contractor} in order to meet specified requirements.

Following DCA Punch List submission approval, the Vendor {Contractor} shall meet all specified timeframes for task completion. The Vendor {Contractor} shall not exceed the DCA approved itemized cost Quote {Proposal} for the Punch List unless approved in writing by the SCM. The Vendor {Contractor} will not receive payment for any Punch List related costs unless approved in writing in advance by the SCM.

No markup costs charged by the Vendor {Contractor} shall be permitted for any administrative costs associated with the performance of Punch List services.

The Vendor {Contractor} and its subcontractors shall meet all requirements of the Public Works Contractor Registration Act and the New Jersey Prevailing Wage Act for all performance of public work associated with Punch List services, as applicable.

3.11.1 PUBLIC WORKS CONTRACTOR REGISTRATION ACT

In accordance with the Public Works Contractor Registration Act, no Vendor {Contractor} or Subcontractor shall engage in work that is subject to the provisions of N.J.S.A 34:11-56.48, et seq. for the construction, reconstruction, demolition, alteration, custom fabrication, repair work, or maintenance work done under contract and paid for in whole or in part out of the funds of a public body or if the property or premises are owned by the public body, unless the Vendors {Contractors} and named subcontractors maintain a valid public works certificate issued by the Department of Labor and Workforce Development (DLWD) during the duration of the Blanket P.O. {Contract}

period. All Vendors {Contractors} and named Subcontractors must maintain a valid public works certificate issued by the DLWD for the duration of the Blanket P.O. {Contract} term.

3.11.2 CERTIFIED PAYROLL RECORDS

N.J.A.C. 12:60-5.1(2)(c) requires that certified payroll records must be submitted to DCA by all Vendors {Contractors} and Subcontractors, for each employee on the Project within ten (10) days of the payment of wages. DCA will receive, file, and make these records available for inspection during its normal business hours.

3.11.3 PREVAILING WAGE

The NJ State Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. applies to public work and building services performed under this procurement. This Act establishes wage standards for all workers performing public work and building services for properties or premises owned or leased by the State, requiring the payment of the State Prevailing Wage rate to all employees performing those duties. See N.J.S.A. 34:11-56.25 to -56.47; N.J.S.A. 34:11-56.58 to -56.70. Prevailing wages amounts are listed by county. It is the responsibility of the Vendor {Contractor} to comply with the requirements of the State Prevailing Wage Act as well as adhere to the requirements of the Fair Labor Standards Act (FLSA) during the duration of this contract and any extensions exercised. Prevailing wages by county can be found on the wage determinations website at <http://www.wdol.gov/sca.aspx>. If it is found that any worker employed by the Vendor {Contractor} or any subcontractor under the Blanket P.O. {Contract} has been paid a rate of wages less than the prevailing wage required to be paid under the Blanket P.O. {Contract}, the State may terminate the Vendor {Contractor} and/or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and may prosecute the work to completion.

3.12 PAYMENT

The Vendor {Contractor} shall invoice and will be compensated for services provided as follows:

- A. 30% of the Firm Fixed Unit Cost for each Project upon DCA approval of the Workflow Plan, as determined by the State, for each Project as required by section 3.4(B)1;
- B. 40% of the Firm Fixed Unit Cost for each Project upon the successful upload of the Certificate of Occupancy for each Project to SIROMS; and
- C. 30% of the Firm Fixed Unit Cost for each Project after the file is submitted through iDone and it reaches Final Closeout.

DCA may remove Applicants from the Program that are non-responsive with regard to following Program regulations or responding to DCA communication/outreach. The Vendor {Contractor} acknowledges and agrees that all costs associated with assigned Applicant(s) files that are administratively withdrawn from the Program, and whose Workflow Plan is not approved by DCA; or where a Certificate of Occupancy is not successfully uploaded to SIROMS; and/ or where Final Closeout has not been achieved, shall not be invoiced to the State. Payment will only be made by the State, upon successful completion of A, B and C above as determined by the State, in its sole judgment.

Payments to the Vendor {Contractor} will be disbursed following approval by the SCM or DCA designee and will be based on the awarded firm fixed unit price for the corresponding Applicant Project Pool (Pool) (Reference Bid Solicitation {RFP} Section 1.2.1, *Applicant Project Pools*). No additional payments will be made to the Vendor {Contractor} for any Applicant Project, with the exception of Punch List costs as specified by Bid Solicitation {RFP} Section 3.11.

DCA reserves the right to reclassify an Applicant's Project Pool designation if DCA becomes aware that the Applicant's Project was initially designated incorrectly. If DCA determines that a Pool reclassification is required, DCA will provide the Vendor {Contractor} with a written notification, including justification, of the reclassification. Subsequent to this notification, the Project's Firm Fixed Unit Cost shall be adjusted to the corresponding Pool as determined by DCA.

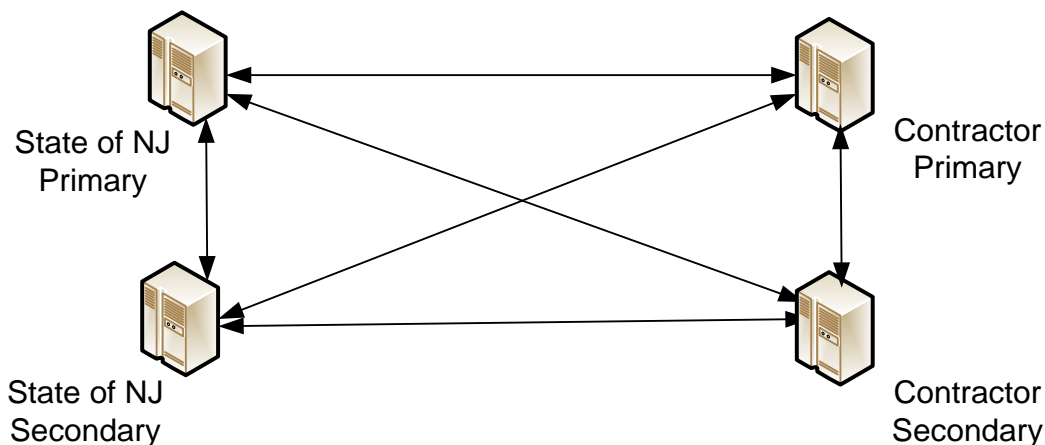
3.13 TECHNICAL ENVIRONMENT¹

3.13.1 EXTRANET PLAN

The communication links between the State and the Vendor {Contractor} can be through a Multiprotocol Label Switching (MPLS) cloud (preferred) or Internet Protocol Security (IPsec) tunnel over the Internet based upon the connectivity requirements and cost constraints.

The Vendor {Contractor} shall provide and maintain two (2) extranet communication links into the State. One of these links will be active and one will be a "hot" spare. These links shall terminate as follows:

- A. Link 1 – Ethernet speed or greater communication circuit shall be established from the contractor's data or communication center to the State's Primary Data Center at OIT HUB, 1 Schwarzkopf Drive, West Trenton, NJ to operate as the primary data path. This data circuit shall provide the primary path and should terminate on the State side into the Vendor {Contractor} owned and maintained equipment, which in turn would provide an Ethernet connection to the State's Extranet Partner access point at OIT Hub (firewall); and
- B. Link 2 – Ethernet speed or greater communication circuit shall be established from the contractor's data or telecommunication center to the State's SAC Data Center - River Road PO Box 7068 W. Trenton, NJ 08628 to operate as the secondary data path. This data circuit will provide a secondary backup path and should terminate on the State side into the Vendor {Contractor} owned and maintained equipment, which in turn would provide an Ethernet connection to the State's Extranet access point at SAC (firewall).



Once the communication links are established and testing is completed, the OIT Hub will be the primary link to the Vendor {Contractor}.

The Vendor {Contractor} must work with the sponsoring agency and OIT to establish an Extranet Partner relationship. This would require completion of an Extranet Partner agreement and

¹NIST Special Publication 800-47 - Security Guide for Interconnecting Information Technology Systems (<http://csrc.nist.gov/publications/nistpubs/800-47/sp800-47.pdf>)

supporting documentation; reference the State's extranet policy 09-11-NJOIT, which can be found at the following web address:

http://tech.nj.gov/it/ps/09-11-NJOIT_Business_Entity_IT_Services_andor_Extranet_Policy.pdf

In addition, the Vendor {Contractor} must work with OIT network group to establish the appropriate routing protocols based on the system requirements and OIT security group to establish appropriate firewall rule sets to accomplish necessary business data flow.

The communication links can connect to a MPLS cloud or IPsec tunnel over the Internet based upon the connectivity requirements and cost constraints. Once the communication links are established and testing is completed, the OIT Hub will be the primary link to the Vendor {Contractor}.

The State and the Vendor {Contractor} will be required to follow the State's Extranet Policy and Procedure, and complete the application form, MOU, operational form and security controls assessment checklist.

3.13.2 TRANSMISSION OF FILES

The State supports multiple methods for data transfers internally within the Garden State Network or external to an extranet or business partner. The transmission of all files between the Vendor {Contractor} and the State system must be transferred securely using the State file transfer methodology. The State will work with the Vendor {Contractor} in the implementation of the file transfer process. The secure file transfer must meet the State and federal security guidelines and standards.

The State provides both asynchronous and synchronous file transfer methodologies as listed below:

A. Synchronous:

1. Connect: Direct Secure ++ is a supported option for file exchange with the State of New Jersey IBM mainframe;
2. File Transfer Protocol Secure (FTPS) over Secure Sockets Layer (SSL) (Explicit – port 21) is a supported option for file exchange for connections originating from the State IBM Mainframe. Must support RFC2228; and
3. Secure File Transfer Protocol (SFTP) (FTP over SSHv2 or greater) is a supported option for file exchange with State distributed servers (non-IBM Mainframe).

B. Asynchronous:

1. The State's DataMotion is a supported option for non-automated or "ad-hoc" file exchange with State. A client license is required; and
2. The State's DataMotion-DataBridge is a supported option for automated file exchange with the State.

The Vendor {Contractor} shall be required to test the file transfer with the State system on all file transfers prior to full implementation.

During the life of the Blanket P.O. {Contract}, the State may revise or change the file transfer method and/or format for the transmission of files to accommodate real time processing, and use case specific information and the Vendor {Contractor} shall be required to conform to all requirements.

4.0 QUOTE {PROPOSAL} PREPARATION AND SUBMISSION

4.1 GENERAL

Quotes {Proposals} including Vendor {Bidder} proposed terms and conditions may be accepted, but Vendor {Bidder} proposed terms or conditions that conflict with those contained in the Bid Solicitation {RFP} as defined in Section 2.0 of this Bid Solicitation {RFP}, or that diminish the State's rights under any Blanket P.O. {Contract} resulting from the Bid Solicitation {RFP}, will be considered null and void. The State is not responsible for identifying conflicting Vendor {Bidder} proposed terms and conditions before issuing a Blanket P.O. {Contract} award. It is incumbent upon the Vendor {Bidder} to identify and remove its conflicting proposed terms and conditions prior to Quote {Proposal} submission. In the event that a Vendor {Bidder} intends to propose terms and conditions contrary to the Bid Solicitation {RFP}, these Vendor {Bidder} proposed terms and conditions shall only be considered if submitted pursuant to the procedure set forth in Section 1.3.1 of this Bid Solicitation {RFP}. Vendors {Bidders} shall not submit exceptions on the "Terms and Conditions" Tab through **NJSTART**. Under no circumstance is the State required to accept a Vendor's {Bidder's} exception to the Bid Solicitation {RFP}.

In the event that prior to Notice of Intent to Award, the Division notifies the Vendor {Bidder} of any such conflicting Vendor {Bidder} proposed term or condition and the conflict it poses, the Division may require the Vendor {Bidder} to either withdraw it or withdraw its Quote {Proposal}.

After award of Blanket P.O. {Contract}:

- A. If conflict arises between a Vendor {Bidder} proposed term or condition included in the Quote {Proposal} and a term or condition of the Bid Solicitation {RFP}, the term or condition of the Bid Solicitation {RFP} will prevail; and
- B. If the result of the application of a Vendor {Bidder} proposed term or condition included in the Quote {Proposal} would diminish the State's rights, the Vendor {Bidder} proposed term or condition will be considered null and void.

The Vendor {Bidder} is advised to thoroughly read and follow all instructions contained in this Bid Solicitation {RFP}, including the instructions on the Bid Solicitation's {RFP's} Offer and Acceptance Page {Signatory Page} and through all Quick Reference Guides (QRGs) located on the [NJSTART Vendor Support Page](#), in preparing and submitting its Quote {Proposal}.

Use of URLs in a Quote {Proposal} should be kept to a minimum and may not be used to satisfy any material term of a Bid Solicitation {RFP}. If a preprinted or other document included as part of the Quote {Proposal} contains a URL, a printed (or if a Quote {Proposal} is submitted electronically, electronic) copy of the URL page shall be provided and will be considered as part of the Quote {Proposal}. Additional URLs on the copy of the URL page shall not be considered as part of the Quote {Proposal} unless a copy of those URL pages are also provided.

The forms discussed herein and required for submission of a Quote {Proposal} in response to this Bid Solicitation {RFP} are available on the [Division's website \(http://www.state.nj.us/treasury/purchase/forms.shtml\)](http://www.state.nj.us/treasury/purchase/forms.shtml) unless noted otherwise.

4.2 QUOTE {PROPOSAL} DELIVERY AND IDENTIFICATION

A Quote {Proposal} must arrive at the Division in accordance with this Bid Solicitation's {RFP's} instructions within the time frames noted on the Bid Solicitation {RFP} cover sheet and on the "Summary" page of the Bid Solicitation in **NJSTART**. Vendors {Bidders} submitting electronic Quotes {Proposals} via **NJSTART** are cautioned to allow adequate time to ensure timely uploads of all Quote {Proposal} documents to mitigate unforeseen delays or issues. Vendors {Bidders} submitting hard copy Quotes {Proposals} are cautioned to allow adequate delivery time to ensure

timely delivery of Quotes {Proposals}. **State regulation mandates that late Quotes {Proposals}, regardless of submission method, are ineligible for consideration. THE EXTERIOR OF ALL QUOTE {PROPOSAL} PACKAGES SHALL BE LABELED WITH THE BID SOLICITATION {RFP} IDENTIFICATION NUMBER AND THE FINAL QUOTE {PROPOSAL} SUBMISSION DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 NJSTART ELECTRONIC SUBMISSION VS. HARD COPY SUBMISSION INSTRUCTION

4.3.1 NJSTART SUBMISSION OF QUOTE {PROPOSAL}

Vendors {Bidders} may refer to the QRGs “Vendor Registration” and “Submit a Quote” for additional instructions detailing how to enroll in **NJSTART** and submit a **NJSTART** electronic Quote {Proposal}. QRGs are located on the [NJSTART Vendor Support Page](#). If the Vendor {Bidder} submits both a **NJSTART** and a hard copy of the Vendor’s {Bidder’s} Quote {Proposal}, the **NJSTART** Quote {Proposal} will prevail in the event of a discrepancy between the electronic and paper versions.

When submitting a **NJSTART** Quote {Proposal}, do not use any symbols (i.e., #, @, \$, &, *) in the filename. In addition, the Vendor {Bidder} should name each uploaded electronic file and folder as follows with the information in the brackets [] below as follows:

[Vendor {Bidder} name][Volume #][Bid Solicitation {RFP} number]. Example: vendornameXXDPPXXXXX

If the Vendor {Bidder} submits a Quote {Proposal} electronically through **NJSTART**, the Vendor {Bidder} should select the “Confidential” option in **NJSTART** for attachments on the “Attachments” Tab to request that the documents not be displayed publicly through **NJSTART**.

Note: Marking an attachment as "Confidential" in **NJSTART** shall not constitute the Vendor’s {Bidder’s} designation of the attachment as exempt from public disclosure under OPRA and/or the common law as outlined in Section 1.4.4.

4.3.2 HARD COPY SUBMISSION

If the Vendor {Bidder} is submitting a hard copy Quote {Proposal}, the Vendor {Bidder} must submit the following:

- A. **One (1) complete Quote {Proposal}, comprising all volumes and including original, physical signature**, clearly marked as the “ORIGINAL” Quote {Proposal};
- B. **Six (6) complete and exact ELECTRONIC copies** of the original Quote {Proposal} in PDF file format on CD, DVD, or USB Drive. These should be cover to cover copies, and should not be password protected. **THE PRICE SCHEDULE (VOLUME 3) SHALL NOT BE INCLUDED ON THIS ELECTRONIC COPY; and**
- C. **One (1) complete and exact ELECTRONIC copy** of the original price schedule (Volume 3) in Microsoft Excel file format on CD, DVD, or USB Drive . This should be a cover to cover copy, and should not be password protected.

Copies are necessary in the evaluation of the Quote {Proposal} and for record retention purposes. A Vendor {Bidder} failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. The Vendor {Bidder} should make and retain a copy of its Quote {Proposal}.

4.4 QUOTE {PROPOSAL} CONTENT

The Quote {Proposal} should be submitted in three (3) volumes with the content of each volume as indicated below.

A. **Volume 1**

Section 1 - Forms (Sections 4.4.1 and 4.4.2).

Note: In general, Volume 1 applies to hard copy submissions; however, there may be instances where Bid Solicitation {RFP} specific forms are required through **NJSTART** electronic submission as well.

B. **Volume 2**

Section 2 - Technical Quote {Proposal} (Section 4.4.3);

Section 3 - Organizational Support and Experience (Section 4.4.4); and

Section 3A - Any other miscellaneous documents to be included by the Vendor {Bidder}.

C. **Volume 3**

Section 4 – Price Schedule (Section 4.4.5).

Note: Vendors {Bidders} submitting Quotes {Proposals} through **NJSTART** must complete its Price Schedule (Volume 3) as an attachment using the State-supplied price sheet/schedule(s) accompanying this Bid Solicitation {RFP} and located on the “Attachments” Tab (See Section 4.4.5 of this Bid Solicitation {RFP}). The Vendor {Bidder} must enter a Unit Cost of \$1.00 for each price line item on the “Items” Tab in **NJSTART**. The Vendor {Bidder} is instructed to do so only as a mechanism to comply with Bid Solicitation {RFP} Section 6.8 and prevent all pricing from being publicly displayed in **NJSTART**. In the event that a Vendor {Bidder} using **NJSTART** to submit a Quote {Proposal} uploads a price sheet/schedule attachment and completes the Items Tab in **NJSTART** (instead of entering a Unit Cost of \$1.00 as instructed), the price sheet/schedule attachment will govern.

4.4.1 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED WITH QUOTE {PROPOSAL}

Vendors {Bidders} should refer to the QRGs “Vendor Forms” and “Attaching Files” for instructions on submitting the forms required by this section of the Bid Solicitation {RFP} through **NJSTART**. Vendors {Bidders} may also refer to the QRG “Vendor Categories and Certifications” for additional instructions on completing shortened versions of required forms by completing certifications on the “Maintain Terms and Categories” Tab within its profile in **NJSTART**. QRGs are located on the [NJSTART Vendor Support Page](#).

In the event that a Vendor {Bidder} fails to attach a required form, or the attached form is deemed deficient, the Division may access the Primary Form to be considered as part of the Quote {Proposal}.

Vendors {Bidders} submitting forms through hard copy must complete the full version of the form and may refer to instructions included within the forms on the [Division's website](#).

Vendors {Bidders} are under a continuing obligation to report updates to the information contained in its required forms whether submitting through **NJSTART** or as a hard copy.

Unless otherwise specified, forms must contain an original, physical signature, or an electronic signature pursuant to Section 1.3.4 of this Bid Solicitation {RFP}.

4.4.1.1 OFFER AND ACCEPTANCE PAGE {SIGNATORY PAGE}

The Vendor {Bidder} shall complete and submit the Offer and Acceptance Page {Signatory Page} accompanying this Bid Solicitation {RFP} prior to the initiation of negotiation. The Vendor {Bidder} should submit the Offer and Acceptance Page {Signatory Page} with the Quote {Proposal}. All information requested on the Offer and Acceptance Page {Signatory Page} must be submitted.

If the Offer and Acceptance Page {Signatory Page} is not submitted with the Quote {Proposal} or is incomplete, the State will require the Vendor {Bidder} to submit the Offer and Acceptance Page {Signatory Page}. If the Vendor {Bidder} fails to comply with the requirement within seven (7) business days of the demand, the State may deem the Quote {Proposal} non-responsive.

The Offer and Acceptance Page {Signatory Page} must be signed by an authorized representative of the Vendor {Bidder}. If the Vendor {Bidder} is a limited partnership, the Offer and Acceptance Page {Signatory Page} must be signed by a general partner. If the Vendor {Bidder} is a joint venture, the Offer and Acceptance Page {Signatory Page} must be signed by a principal of each party to the joint venture.

4.4.1.1.1 MACBRIDE PRINCIPLES CERTIFICATION

The Vendor {Bidder} must certify pursuant to N.J.S.A. 52:34-12.2 that it is in compliance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles. See Section 2.5 of the SSTC and N.J.S.A. 52:34-12.2 for additional information about the MacBride principles.

By signing the Bid Solicitation {RFP} Offer and Acceptance Page {Signatory Page}, the Vendor {Bidder} is automatically certifying that either:

- A. The Vendor {Bidder} has no operations in Northern Ireland; or
- B. The Vendor {Bidder} has business operations in Northern Ireland and is committed to compliance with the MacBride principles.

A Vendor {Bidder} electing not to certify to the MacBride Principles must nonetheless sign the Bid Solicitation {RFP} Offer and Acceptance Page {Signatory Page} AND must include, as part of its Quote {Proposal}, a statement indicating its refusal to comply with the provisions of this Act.

4.4.1.1.2 NO SUBCONTRACTOR CERTIFICATION

For a Quote {Proposal} that does NOT include the use of any Subcontractors, by signing the Bid Solicitation {RFP} Offer and Acceptance Page {Signatory Page}, the Vendor {Bidder} is *automatically* certifying that:

- A. In the event the award is granted to the Vendor's {Bidder's} firm and the Vendor {Bidder} later determines at any time during the term of the Blanket P.O. {Contract} to engage Subcontractors to provide certain goods and/or services, pursuant to Section 5.8 of the SSTC, the Vendor {Bidder} shall submit a Subcontractor Utilization Plan form for approval to the Division in advance of any such engagement of Subcontractors; and
- B. If the Blanket P.O. {Contract} is a small business subcontracting set-aside, the Vendor {Bidder} certifies that in engaging Subcontractors, it shall make a good faith effort to achieve the subcontracting set-aside goals, and shall attach to the Subcontractor Utilization Plan documentation of such efforts in accordance with N.J.A.C. 17:13-4 et seq.

4.4.1.1.3 NON-COLLUSION

By submitting a Quote {Proposal} and signing the Bid Solicitation {RFP} Offer and Acceptance Page {Signatory Page}, the Vendor {Bidder} certifies as follows:

- A. The price(s) and amount of its Quote {Proposal} have been arrived at independently and without consultation, communication or agreement with any other Vendor {Contractor, Bidder} or any other party;
- B. Neither the price(s) nor the amount of its Quote {Proposal}, and neither the approximate price(s) nor approximate amount of this Quote {Proposal}, have been disclosed to any other firm or person who is a Vendor {Bidder} or potential Vendor {Bidder}, and they will not be disclosed before the Quote {Proposal} submission;
- C. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Blanket P.O. {Contract}, or to submit a Quote {Proposal} higher than this Quote {Proposal}, or to submit any intentionally high or noncompetitive Quote {Proposal} or other form of complementary Quote {Proposal};
- D. The Quote {Proposal} of the firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Quote {Proposal}; and
- E. The Vendor {Bidder}, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last five (5) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public Blanket P.O. {Contract}.

4.4.1.1.4 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION

The Treasurer has established a business ethics guide to be followed by Vendors {Bidders/Contractors} in its dealings with the State. The guide provides further information about compliance with Section 2.7 of the SSTC. The guide can be found at:

http://www.state.nj.us/treasury/purchase/ethics_guide.shtml

By signing the Bid Solicitation {RFP} Offer and Acceptance Page {Signatory Page}, the Vendor {Bidder} is automatically certifying that it has complied with all applicable laws and regulations governing the provision of State goods and services, including the Conflicts of Interest Law, N.J.S.A. 52:13D-12 to -28.

4.4.1.2 NJ STANDARD BID SOLICITATION {RFP} FORMS REQUIRED WITH THE QUOTE {PROPOSAL}

Vendor's {Bidder's} failure to complete, sign and submit the forms in Section 4.4.1.2 shall be cause to reject its Quote {Proposal} as non-responsive.

4.4.1.2.1 OWNERSHIP DISCLOSURE FORM

Pursuant to N.J.S.A. 52:25-24.2, in the event the Vendor {Bidder} is a corporation, partnership or limited liability company, the Vendor {Bidder} must complete an Ownership Disclosure Form.

A current completed Ownership Disclosure Form must be received prior to or accompany the submitted Quote {Proposal}. A Vendor's {Bidder's} failure to submit the completed and signed form with its Quote {Proposal} will result in the rejection of the Quote {Proposal} as non-responsive and preclude the award of a Blanket P.O. {Contract} to said Vendor {Bidder} unless the Division has on file a signed and accurate Ownership Disclosure Form dated and received no more than six (6)

months prior to the Quote {Proposal} submission deadline for this procurement. If any ownership change has occurred within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Quote {Proposal}.

In the alternative, to comply with this section, a Vendor {Bidder} with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

Vendors {Bidders} using **NJSTART** to submit a Quote {Proposal} shall make the appropriate certification on the “Maintain Terms and Categories” Tab within its profile by checking the applicable box and, if required, completing and attaching the shortened Ownership Disclosure Form. Vendors {Bidders} not using **NJSTART** to submit a Quote {Proposal} must complete the full Ownership Disclosure Form located on the [Division’s website](#). This form is also available in **NJSTART** (www.njstart.gov).

Vendors {Bidders} may refer to the QRGs “Vendor Forms” and “Attaching Files” for instructions on submitting the forms required by this section of the Bid Solicitation {RFP} through **NJSTART**. Vendors {Bidders} may also refer to the QRG “Vendor Categories and Certifications” for additional instructions on completing shortened versions of required forms by completing certifications on the “Maintain Terms and Categories” Tab within its profile in **NJSTART**. QRGs are located on the [NJSTART Vendor Support Page](#).

Vendors {Bidders} utilizing **NJSTART** should designate one (1) version of the Ownership Disclosure Form as the Primary Form. In the event that a Vendor {Bidder} fails to attach an Ownership Disclosure Form, or the attached Ownership Disclosure Form is deemed deficient, the Division may access the Primary Form and consider it as part of the Quote {Proposal}. Note: The Primary Form must have a Date Created within six (6) months of the Quote {Proposal} submission deadline to be considered valid.

4.4.1.2.2 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

Pursuant to N.J.S.A. 52:32-58, the Vendor {Bidder} must utilize this Disclosure of Investment Activities in Iran form to certify that neither the Vendor {Bidder}, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Vendor {Bidder}, nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Vendor {Bidder} is unable to so certify, the Vendor {Bidder} shall provide a detailed and precise description of such activities as directed on the form. A Vendor’s {Bidder’s} failure to submit the completed and signed form with its Quote {Proposal} will result in the rejection of the Quote {Proposal} as non-responsive and preclude the award of a Blanket P.O. {Contract} to said Vendor {Bidder}.

Vendors {Bidders} using **NJSTART** to submit a Quote {Proposal} shall make the appropriate certification on the “Maintain Terms and Categories” Tab within its profile by checking the applicable box and, if required, completing and attaching the shortened Disclosure of Investment Activities in Iran form. Vendors {Bidders} not using **NJSTART** to submit a Quote {Proposal} must complete the full Disclosure of Investment Activities in Iran form located on the [Division’s website](#). The full version of the form is also available in **NJSTART** (www.njstart.gov).

Vendors {Bidders} may refer to the QRGs “Vendor Forms” and “Attaching Files” for instructions on submitting the forms required by this section of the Bid Solicitation {RFP} through [NJSTART](#). Vendors {Bidders} may also refer to the QRG “Vendor Categories and Certifications” for additional instructions on completing shortened versions of required forms by completing certifications on the “Maintain Terms and Categories” Tab within its profile in [NJSTART](#). QRGs are located on the [NJSTART Vendor Support Page](#).

Vendors {Bidders} utilizing [NJSTART](#) should designate the most current version of the Disclosure of Investment Activities in Iran form as the Primary Form. In the event that a Vendor {Bidder} fails to attach a Disclosure of Investment Activities in Iran form, or the attached Disclosure of Investment Activities in Iran form is deemed deficient, the Division may access the Primary Form, as designed in the Vendor {Bidder} profile, to be considered as part of the Quote {Proposal}.

4.4.1.3 SUBCONTRACTOR UTILIZATION PLAN

Please note that the State of New Jersey will not be utilizing the “Subcontractor” Tab in [NJSTART](#). Vendors {Bidders} intending to use a Subcontractor shall submit a Subcontractor Utilization Plan form.

The Subcontractor Utilization Plan form is located on the [Division’s website](#). The form is also available in [NJSTART](#). Vendors {Bidders} may refer to the QRGs “Vendor Forms” and “Attaching Files” for instructions on submitting the forms required by this section of the Bid Solicitation {RFP} through [NJSTART](#). QRGs are located on the [NJSTART Vendor Support Page](#).

4.4.1.4 SMALL BUSINESS REGISTRATION FOR SET-ASIDE BLANKET P.O. {CONTRACTS}

Not applicable to this procurement.

4.4.1.4.1 SMALL BUSINESS SET-ASIDE BLANKET P.O. {CONTRACTS}

Not applicable to this procurement.

4.4.1.5 SMALL BUSINESS SUBCONTRACTING SET-ASIDE BLANKET P.O. {CONTRACTS}

NOTE: THE VENDOR {BIDDER} SHALL NOT USE THE “SUBCONTRACTOR” TAB IN [NJSTART](#).

This is a Blanket P.O. {Contract} with set-aside subcontracting goals for New Jersey Small Business Enterprises. As defined at [N.J.A.C. 17:13-1.2](#), "Small Business" means a business that is incorporated or registered in and has its principal place of business in the State of New Jersey, is independently owned and operated, and has no more than 100 full-time employees. The program places small business into the following categories:

For good and services - (i) those with gross revenues not exceeding \$500,000; (ii) those with gross revenues not exceeding \$5 million; and (iii) those with gross revenues that do not exceed \$12 million or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher. While companies registered as having revenues below \$500,000 can bid on any Blanket P.O. {Contract}, those earning more than the \$500,000 and \$5 million amounts will not be permitted to bid on Blanket P.O.s {Contracts} designated for revenue classifications below its respective levels.

For construction services: (iv) those with gross revenues not exceeding \$3,000,000; (v) those with gross revenues that do not exceed 50 percent of the applicable annual revenue standards established at 13 CFR 121.201; and (vi) those with gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201. While companies registered as having revenues below \$3,000,000 can bid on any Blanket P.O. {Contract}, those earning more

than the revenue standards established at CFR 121.201 will not be permitted to bid on Blanket P.O.s {Contracts} designated for revenue classifications below their respective levels.

If the Vendor {Bidder} intends to subcontract, it must submit a Subcontractor Utilization Plan and should take the following actions to achieve the set-aside subcontracting goal requirements:

- A. Attempt to locate eligible small businesses in Categories I, II, III, IV, V, and/or VI as appropriate to the Bid Solicitation {RFP};
- B. Request a listing of small businesses by Category from the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services 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 Bid Solicitation {RFP}; and
- G. Maintain adequate records documenting efforts to achieve the set-aside subcontracting goals.

Quotes {Proposals} should also contain a copy of the Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit's proof of registration as a small business for any business proposed as a Subcontractor; and documentation of the Vendor's {Bidder's} good faith effort to meet the targets of the set-aside subcontracting requirement in sufficient detail to permit the Proposal Review Unit of the Division to effectively assess the Vendor's {Bidder's} efforts to comply if the Vendor {Bidder} has failed to attain the statutory goals.

If the Vendor {Bidder} chooses to use Subcontractors and fails to meet the small business subcontracting targets set forth above, the Vendor {Bidder} must submit documentation demonstrating its good faith effort to meet the targets with its Quote {Proposal} or within seven (7) business days upon request.

NOTE: A VENDOR'S {BIDDER'S} FAILURE TO SATISFY THE SMALL BUSINESS SUBCONTRACTING TARGETS OR TO PROVIDE SUFFICIENT DOCUMENTATION OF ITS GOOD FAITH EFFORTS TO MEET THE TARGETS WITH THE QUOTE {PROPOSAL} OR WITHIN SEVEN (7) BUSINESS DAYS UPON REQUEST SHALL PRECLUDE AWARD OF A BLANKET P.O. {CONTRACT} TO THE VENDOR {BIDDER}.

If awarded the Blanket P.O. {Contract}, the Vendor {Bidder} shall notify each Subcontractor listed in the Plan, in writing.

Each Vendor {Bidder} awarded a Blanket P.O. {Contract} for a procurement which contains the set-aside subcontracting goal requirement shall fully cooperate in any studies or surveys which may be conducted by the State to determine the extent of the Vendor's {Bidder's} compliance with N.J.A.C. 17:13-1.1 et seq., and this Bid Solicitation {RFP}.

4.4.1.6 BID SECURITY

Not applicable to this procurement.

4.4.1.7 PUBLIC WORKS CONTRACTOR REGISTRATION

At the time of the Quote {Proposal} due date, the Vendor {Bidder} and subcontractors performing public work as defined in N.J.S.A. 34:11-56.26 must be registered in accordance with the Public Works Contractor Registration Act (PWCRA), N.J.S.A. 34:11-56.48 et seq. This registration is required for all trade categories required to perform work as listed herein.

Questions regarding Public Works Contractor Registration should be addressed to:

Contractor Registration
New Jersey Department of Labor and Workforce Development Division of Wage and Hour
Compliance
PO Bo 369 Trenton, NJ 08625-0389
Tel. 609-292-9464
Fax: 609-633-8591

For additional information, please reference the following web site: http://lwd.dol.state.nj.us/labor/wagehour/reqperm/pw_cont_req.html.

NOTE: All Vendors {Bidders} and subcontractors performing public work must be registered at the time of Bid Opening. The Vendor {Bidder} should provide proof of registration **ON THE DATE OF BID OPENING.**

4.4.2 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED BEFORE BLANKET P.O. {CONTRACT} AWARD AND THAT SHOULD BE SUBMITTED WITH THE QUOTE {PROPOSAL}

Unless otherwise specified, forms must contain an original, physical signature, or an electronic signature pursuant to Section 1.3.4 of this Bid Solicitation {RFP}.

4.4.2.1 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a Vendor {Bidder} and its named Subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a Blanket P.O. {Contract}. To facilitate the Quote {Proposal} evaluation and Blanket P.O. {Contract} award process, the Vendor {Bidder} should submit a copy of its valid BRC and those of any named Subcontractors with its Quote {Proposal}. See Section 2.1 of the SSTC.

Any Vendor {Bidder}, inclusive of any named Subcontractors, not having a valid business registration at the time of the Quote {Proposal} opening, or whose BRC was revoked prior to the submission of the Quote {Proposal}, should proceed immediately to register its business or seek reinstatement of a revoked BRC. Vendors {Bidders} should verify its BRC status on the "Maintain Terms and Categories" Tab within its profile in **NJSTART**. In the event of an issue with a Vendor's {Bidder's} BRC, **NJSTART** provides a link to take corrective action.

The Vendor {Bidder} is cautioned that it may require a significant amount of time to secure the reinstatement of a revoked BRC. The process can require actions by both the Division of Revenue and Enterprise Services and the Division of Taxation. For this reason, a Vendor's {Bidder's} early attention to this requirement is highly recommended. The Vendor {Bidder} and its named Subcontractors may register with the Division of Revenue and Enterprise Services, obtain a copy of an existing BRC or obtain information necessary to seek re-instatement of a revoked BRC online at <http://www.state.nj.us/treasury/revenue/busreqcert.shtml>.

A Vendor {Bidder} otherwise identified by the Division as a responsive and responsible Vendor {Bidder}, inclusive of any named Subcontractors, but that was not business registered at the time of submission of its Quote {Proposal} must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Division. A Vendor {Bidder} failing to comply with this requirement by the deadline specified by the Division will be deemed ineligible for Blanket P.O. {Contract} award. Under any circumstance, the Division will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration.

A Vendor {Bidder} receiving a Blanket P.O. {Contract} award as a result of this procurement and any Subcontractors named by that Vendor {Bidder} will be required to maintain a valid business registration with the Division of Revenue and Enterprise Services for the duration of the executed Blanket P.O. {Contract}, inclusive of any Blanket P.O. {Contract} extensions.

4.4.2.2 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM

The Vendor {Bidder} should submit the Disclosure of Investigations and Other Actions Involving Bidder Form, with its Quote {Proposal}, to provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. If a Vendor {Bidder} does not submit the form with the Quote {Proposal}, the Vendor {Bidder} must comply within seven (7) business days of the State's request or the State may deem the Quote {Proposal} non-responsive.

Vendors {Bidders} using [NJSTART](#) to submit a Quote {Proposal} shall make the appropriate certification on the "Maintain Terms and Categories" Tab within its profile by checking the applicable box and, if required, complete and attach the shortened [NJSTART](#) form. Vendors {Bidders} not using [NJSTART](#) to submit a Quote {Proposal} must complete the full version of the form located on the [Division's website](#). This form is also available in [NJSTART](#).

Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation {RFP} through [NJSTART](#). Vendors {Bidders} may also refer to the QRG "Vendor Categories and Certifications" for additional instructions on completing shortened versions of required forms by completing certifications on the "Maintain Terms and Categories" Tab within its profile in [NJSTART](#). QRGs are located on the [NJSTART Vendor Support Page](#).

4.4.2.3 SOURCE DISCLOSURE

Pursuant to [N.J.S.A. 52:34-13.2](#), prior to an award of Blanket P.O. {Contract}, the Vendor {Bidder} is required to submit a completed Source Disclosure Form. The Vendor's {Bidder's} inclusion of the completed Source Disclosure Form with the Quote {Proposal} is requested and advised. See Bid Solicitation {RFP} Section 7.1.2 for additional information concerning this requirement.

The Source Disclosure Form is located on the [Division's website](#). The form is also available in [NJSTART](#). Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation {RFP} through [NJSTART](#). QRGs are located on the [NJSTART Vendor Support Page](#).

4.4.3 TECHNICAL QUOTE {PROPOSAL}

In this section, the Vendor {Bidder} shall describe its approach and plans for accomplishing the work outlined in the Scope of Work section, i.e., Section 3.0. The Vendor {Bidder} must set forth its understanding of the requirements of this Bid Solicitation {RFP} and its approach to successfully

complete the Blanket P.O. {Contract}. The Vendor {Bidder} should include the level of detail it determines necessary to assist the evaluation committee in its review of the Vendor's {Bidder's} Quote {Proposal}.

Vendors {Bidders} may refer to the QRG "Submit a Quote" for instructions detailing how to submit a [NJSTART](#) electronic Quote {Proposal}. QRGs are located on the [NJSTART Vendor Support Page](#).

4.4.3.1 MANAGEMENT OVERVIEW

The Vendor {Bidder} shall set forth its overall technical approach and plans to meet the requirements of the Bid Solicitation {RFP} in a narrative format. This narrative should demonstrate to the State that the Vendor {Bidder} understands the objectives that the Blanket P.O. {Contract} is intended to meet, the nature of the required work, and the level of effort necessary to successfully complete the Blanket P.O. {Contract}. This narrative should demonstrate to the State that the Vendor's {Bidder's} general approach and plans to undertake and complete the Blanket P.O. {Contract} are appropriate to the tasks and subtasks involved.

Mere reiterations of Bid Solicitation {RFP} tasks and subtasks are strongly discouraged, as they do not provide insight into the Vendor's {Bidder's} approach to complete the Blanket P.O. {Contract}. The Vendor's {Bidder's} response to this section should be designed to demonstrate to the State that the Vendor's {Bidder's} detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the Vendor's {Bidder's} Quote {Proposal} will lead to successful Blanket P.O. {Contract} completion.

4.4.3.2 BLANKET P.O. {CONTRACT} MANAGEMENT

The Vendor {Bidder} should describe its specific plans to manage, control, and supervise the Blanket P.O. {Contract} to ensure satisfactory Blanket P.O. {Contract} completion according to the required schedule. The plan should include the Vendor's {Bidder's} approach to communicate with the State Contract Manager including, but not limited to, status meetings, status reports, etc.

4.4.3.3 BLANKET P.O. {CONTRACT} SCHEDULE AND PLANS

4.4.3.3.1 BLANKET P.O. {CONTRACT} SCHEDULE

The Vendor {Bidder} shall include a draft Blanket P.O. {Contract} schedule. If key dates are a part of this Bid Solicitation {RFP}, the Vendor's {Bidder's} schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule should also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

The Vendor {Bidder} should identify the Blanket P.O. {Contract} scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, PERT or other charts is at the option of the Vendor {Bidder}.

4.4.3.3.2 MOBILIZATION PLAN

It is essential that the State have quick use of the functionality this Blanket P.O. {Contract} is to provide. Therefore, each Vendor {Bidder} shall include as part of its Quote {Proposal} a mobilization plan, beginning with the date of notification of Blanket P.O. {Contract} award and lasting no longer than **30 calendar** days.

Such mobilization plan should include the following elements:

- A. A detailed plan demonstrating how the Vendor {Bidder} will meet the requirements of the Operational Plan specified by Bid Solicitation {RFP} Section 3.2.1;
- B. A detailed timetable for the mobilization period of **30 calendar** days. This timetable should demonstrate how the Vendor {Bidder} will have the personnel and equipment it needs to begin work on the Blanket P.O. {Contract} up and operational from the date of notification of award;
- C. The Vendor's {Bidder's} plan for the deployment and use of management, supervisory or other key personnel during the mobilization period. The plan should show all management, supervisory and key personnel that will be assigned to manage, supervise and monitor the Vendor's {Bidder's} mobilization of the Blanket P.O. {Contract} within the period of **30 calendar** days;

NOTE: The Vendor {Bidder} should clearly identify management, supervisory or other key staff that will be assigned only during the mobilization;

- D. The Vendor's {Bidder's} plan for recruitment of staff required to provide all services required by the Bid Solicitation {RFP} on the Blanket P.O. {Contract} start date at the end of the mobilization period covering **30 calendar** days; and
- E. The Vendor's {Bidder's} plan for the purchase and distribution of equipment, inventory, supplies, materials, etc. that will be required to begin work on the Blanket P.O. {Contract} on the required start date.

The mobilization plan will serve as the first draft of the Operational Plan required pursuant to Section 3.2.1 of this Bid Solicitation {RFP}.

4.4.3.3.3 TECHNOLOGY PROJECT PLAN

Not applicable to this procurement.

4.4.3.3.4 CONTINGENCY PLAN

The Vendor {Bidder} should provide its draft plan to accomplish all work required by this Blanket P.O. {Contract}. The Contingency Plan should include a draft Security Plan. The Vendor's {Bidder's} draft Security Plan should meet the requirements as specified in Bid Solicitation {RFP} Section 5.9.3. Should the Vendor {Bidder} not submit its draft plan, the State may request that the Vendor {Bidder} submit the draft plan within five (5) business days.

4.4.3.3.4.1 POTENTIAL PROBLEMS

The Vendor {Bidder} should set forth a summary of any and all problems that the Vendor {Bidder} anticipates during the term of the Blanket P.O. {Contract}. For each problem identified, the Vendor {Bidder} should provide its proposed solution.

4.4.4 ORGANIZATIONAL SUPPORT AND EXPERIENCE

The Vendor {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 Vendor's {Bidder's} qualifications, and capabilities to perform the services required by this Bid Solicitation {RFP}.

The Vendor {Bidder} should include the level of detail it determines necessary to assist the evaluation committee in its review of Vendor's {Bidder's} Quote {Proposal}.

4.4.4.1 LOCATION

The Vendor {Bidder} should include the address of the Vendor's {Bidder's} office where responsibility for managing the Blanket P.O. {Contract} will take place. The Vendor {Bidder} should include the telephone number and name of the individual to contact.

4.4.4.2 ORGANIZATION CHARTS

- A. **Blanket P.O. {Contract} -Specific Chart.** The Vendor {Bidder} should include a Blanket P.O. {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 Blanket P.O. {Contract}. The chart should include the labor category and title of each such individual; and
- B. **Chart for Entire Firm.** The Vendor {Bidder} should include an organization chart showing the Vendor's {Bidder's} entire organizational structure. This chart should show the relationship of the individuals assigned to the Blanket P.O. {Contract} to the Vendor's {Bidder's} overall organizational structure.

4.4.4.3 RESUMES

Detailed resumes should be submitted for all management, supervisory, and key personnel to be assigned to the Blanket P.O. {Contract}. Resumes should emphasize relevant qualifications and experience of these individuals in successfully completing Blanket P.O.s {Contracts} of a similar size and scope to those required by this Bid Solicitation {RFP}. Resumes should include the following:

- A. The individual's previous experience in completing each similar Blanket P.O. {Contract};
- B. Beginning and ending dates for each similar Blanket P.O. {Contract};
- C. A description of the Blanket P.O. {Contract} demonstrating how the individual's work on the completed Blanket P.O. {Contract} relates to the individual's ability to contribute to successfully providing the services required by this Bid Solicitation {RFP}; and
- D. With respect to each similar Blanket P.O. {Contract}, the name and address of each reference together with a person to contact for a reference check and a telephone number.

The Vendor {Bidder} should provide detailed resumes for each Subcontractor's management, supervisory, and other key personnel that demonstrate knowledge, ability, and experience relevant to that part of the work which the Subcontractor is designated to perform. When a Vendor {Bidder} submits resumes pursuant to this paragraph, the Vendor {Bidder} shall redact the social security numbers, home addresses, personal telephone numbers, and any other personally identifying information other than the individual's name from the resume.

4.4.4.4 BACKUP STAFF

The Vendor {Bidder} should include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff.

In the event the Vendor {Bidder} must hire management, supervisory and/or key personnel if awarded the Blanket P.O. {Contract}, the Vendor {Bidder} should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the Blanket P.O. {Contract} term.

4.4.4.5 EXPERIENCE WITH BLANKET P.O. {CONTRACTS} OF SIMILAR SIZE AND SCOPE

The Vendor {Bidder} shall possess documented Community Development Block Grant-Disaster Recovery (CDBG-DR) related experience. As part of its Quote {Proposal}, the Vendor {Bidder} should demonstrate its experience in providing the following:

- A. Professional engagements related to disaster recover, including housing policy, construction management, and Program development;
- B. Planning, structuring, organizing, and staffing housing recovery efforts following a catastrophic event;
- C. Assessing and incorporating in its recovery planning process any mitigation efforts being undertaken in the aftermath of a catastrophic event that has damaged or destroyed dwellings, businesses, critical infrastructure, and key resources;
- D. Meeting HUD, CDBG-DR, and additional relevant federal and state rules and regulations;
- E. Quantitative data analysis and its application to housing policy and Program development; and
- F. Designing housing recovery efforts related to natural disasters, including but not limited to: HUD and CDBG-DR requirements, budgeting, and the technical evaluation of both short and long-term disaster recovery priorities.

The Vendor {Bidder} should provide a comprehensive listing of Blanket P.O.s {Contracts} of similar size and scope that it has successfully completed and those that it is currently working on, as evidence of the Vendor's {Bidder's} ability to successfully complete services similar to those required by this Bid Solicitation {RFP}. Emphasis should be placed on Blanket P.O.s {Contracts} that are similar in size and scope to the work required by this Bid Solicitation {RFP}. A description of all such Blanket P.O.s {Contracts} should be included and should show how such Blanket P.O.s {Contracts} relate to the ability of the firm to complete the services required by this Bid Solicitation {RFP}. For each such Blanket P.O. {Contract}, the Vendor {Bidder} should provide two (2) names and telephone numbers of individuals for the other Blanket P.O.s {Contracts} party. Beginning and ending dates should also be given for each Blanket P.O. {Contract}.

The Vendor {Bidder} must provide details of any negative actions taken by other contracting entities against it in the course of performing these projects including, but not limited to, receipt of letters of potential default, default, cure notices, termination of services for cause, or other similar notifications/processes. Additionally, the Vendor {Bidder} should provide details, including any negative audits, reports, or findings by any governmental agency for which the Vendor {Bidder} is/was the Vendor {Contractor} on any Blanket P.O.s {Contracts} of similar scope. In the event a Vendor {Bidder} neglects to include this information in its Quote {Proposal}, the Vendor's {Bidder's} omission of necessary disclosure information may be cause for rejection of the Vendor's {Bidder's} Quote {Proposal} by the State.

The Vendor {Bidder} should provide documented experience to demonstrate that each Subcontractor has successfully performed work on Blanket P.O.s {Contracts} of a similar size and scope to the work that the Subcontractor is designated to perform in the Vendor's {Bidder's} Quote {Proposal}. The Vendor {Bidder} must provide a detailed description of services to be provided by each Subcontractor.

4.4.4.6 FINANCIAL CAPABILITY OF THE VENDOR {BIDDER}

The Vendor {Bidder} should provide sufficient financial information to enable to State to assess the financial strength and creditworthiness of the Vendor {Bidder} and its ability to undertake and

successfully complete the Blanket P.O. {Contract}. In order to provide the State with the ability to evaluate the Vendor's {Bidder's} financial capacity and capability to undertake and successfully complete the Blanket P.O. {Contract}, the Vendor {Bidder} should submit the following:

- A. For publically traded companies the Vendor {Bidder} should provide copies or the electronic location of the annual reports filed for the two most recent years; and
- B. For privately held companies the Vendor {Bidder} should provide the certified financial statement (audited or reviewed) in accordance with applicable standards by an independent Certified Public Accountant which include a balance sheet, income statement, and statement of cash flow, and all applicable notes for the most recent calendar year or the Vendor's {Bidder's} most recent fiscal year.

If the information is not supplied with the Quote {Proposal}, the State may still require the Vendor {Bidder} to submit it. If the Vendor {Bidder} fails to comply with the request within seven (7) business days, the State may deem the Quote {Proposal} non-responsive.

A Vendor {Bidder} may designate specific financial information as not subject to disclosure when the Vendor {Bidder} has a good faith legal/factual basis for such assertion. A Vendor {Bidder} may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with the Quote {Proposal}.

The State reserves the right to make the determination to accept the assertion and shall so advise the Vendor {Bidder}.

4.4.5 PRICE SCHEDULE/SHEET

The Vendor {Bidder} must submit its pricing using the State-supplied price sheet/schedule(s) accompanying this Bid Solicitation {RFP} and located on the "Attachments" Tab.

Vendors {Bidders} may refer to the QRG "Submit a Quote" for instructions detailing how to submit a **NJSTART** electronic Quote {Proposal}. QRGs are located on the [NJSTART Vendor Support Page](#).

4.4.5.1 NJSTART PRICING SUBMISSION INSTRUCTIONS

If the Vendor {Bidder} is submitting a **NJSTART** Quote {Proposal}, the Vendor {Bidder} must enter a Unit Cost of \$1.00 for each price line item on the "Items" Tab in **NJSTART**. The Vendor {Bidder} is instructed to do so only as a mechanism to comply with Bid Solicitation {RFP} Section 6.8 and prevent all pricing from being publicly displayed in **NJSTART**.

4.4.5.2 PRICE SHEET/SCHEDULE ATTACHMENT INSTRUCTIONS

The Vendor {Bidder} shall provide a Firm Fixed Unit Cost for each identified Pool on the Price Schedule. Failure to provide all requested unit pricing shall result in the Vendor's {Bidder's} Quote {Proposal} being deemed non-responsive.

The Vendor's {Bidder's} unit pricing shall provide the Firm Fixed Unit Cost for the task of successfully reaching Final Closeout of an Applicant's Project based on the DCA designated Pool status of the Applicant at the time of Project transfer (initiation) to the Vendor {Contractor}.

Example: If an Applicant is designated to be in Pool 1C by DCA at the time of transfer to the Vendor {Contractor}, the Vendor {Contractor} shall only receive the Pool 1C unit price for taking the

Applicant from initial transfer to Final Closeout, unless the Applicant's Project is reclassified by DCA in accordance with Bid Solicitation {RFP} Section 3.12.

Vendors {Bidders} should refer to Bid Solicitation {RFP} Section 1.2.1 for a detailed description of each Pool.

Where the Price Sheet/Schedule includes an estimate quantity column, Vendors {Bidders} are advised that estimated quantities may vary throughout the Blanket P.O. {Contract} term resulting from this Bid Solicitation {RFP}. There is no guaranteed minimum or maximum volume for these price lines.

In the event that a Vendor {Bidder} using **NJSTART** to submit a Quote {Proposal} uploads a price sheet/schedule attachment and completes the "Items" Tab in **NJSTART** (instead of entering a Unit Cost of \$1.00 as instructed), the price sheet/schedule attachment will govern.

4.4.5.3 USE OF "NO BID" VERSUS "NO CHARGE" ON THE PRICE SHEET/SCHEDULE

If the Vendor {Bidder} is not submitting a price for an item on a price line, the Vendor {Bidder} must indicate "No Bid" on the State-supplied price sheet/schedule(s) attachment accompanying this Bid Solicitation {RFP}. If the Vendor {Bidder} will supply an item on a price line free of charge, the Vendor {Bidder} must indicate "No Charge" on the State-supplied price sheet/schedule(s) attachment accompanying this Bid Solicitation {RFP}. The use of any other identifier may result in the Vendor's {Bidder's} Quote {Proposal} being deemed non-responsive. If the Vendor {Bidder} leaves a price line blank, this shall mean that it was the Vendor's {Bidder's} intent to not submit a price for that price line.

4.4.5.4 DELIVERY TIME AND COSTS

Unless otherwise noted elsewhere in the Bid Solicitation {RFP}, all delivery times are 30 calendar days after receipt of order (ARO) and prices for items in Quotes {Proposals} shall be submitted Freight On Board (F.O.B.) Destination (30 calendar days ARO/F.O.B.). Quotes {Proposals} submitted other than 30 calendar days ARO/F.O.B. may be deemed non-responsive. The Vendor {Contractor} shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's Using Agency or designated purchaser. 30 calendar days ARO/F.O.B. does not cover "spotting" but does include delivery on the receiving platform of the Using Agency at any destination in the State of New Jersey unless otherwise specified.

No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at the Vendor's {Contractor's} convenience when a single shipment is ordered.

The weights and measures of the State's Using Agency receiving the shipment shall govern.

4.4.5.5 COLLECT ON DELIVERY (C.O.D.) TERMS

C.O.D. terms are not acceptable as part of a Quote {Proposal} and shall be deemed non-responsive.

4.4.5.6 CASH DISCOUNTS

The Vendor {Bidder} is encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the price rankings of Quotes {Proposals}.

Should the Vendor {Bidder} choose to offer cash discounts the following shall apply:

- A. Discount periods shall be calculated starting from the next business day after the Using Agency has accepted the goods or services, received a properly signed and executed invoice and, when required, a properly executed performance security, whichever is latest; and
- B. The date on the check issued by the State in payment of that invoice shall be deemed the date of the State's response to that invoice.

4.4.6 COOPERATIVE PURCHASING PROGRAM

Not applicable to this procurement.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS APPLICABLE TO THE BLANKET P.O. {CONTRACT}

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

This Blanket P.O. {Contract} awarded, and the entire agreement between the parties, as a result of this Bid Solicitation {RFP} shall consist of this Bid Solicitation {RFP}, SSTC, Bid Amendment {Addendum } to this Bid Solicitation {RFP}, the Vendor's {Contractor's} Quote {Proposal}, any Best and Final Offer, and the Division's Notice of Award.

In the event of a conflict in the terms and conditions among the documents comprising this Blanket P.O. {Contract}, the order of precedence, for purposes of interpretation thereof, listed from highest ranking to lowest ranking, shall be:

- A. Executed Offer and Acceptance Page {Signatory Page};
- B. Bid Solicitation {RFP} Section 5, as may be amended by Bid Amendment {Addendum };
- C. The State of NJ Standard Terms and Conditions (SSTC) accompanying this Bid Solicitation {RFP};
- D. All remaining sections of the Bid Solicitation {RFP}, as may be amended by Bid Amendment {Addendum};
- E. The Vendor's {Contractor's} final submitted Best and Final Offer; and
- F. The Vendor's {Contractor's} Quote {Proposal} as accepted by the State.

Note: In the event of conflicting information between the Bid Solicitation {RFP} and fields contained in **NJSTART**, the Bid Solicitation {RFP} will govern and **NJSTART** will be updated via Bid Amendment {Addenda} or Change Order {Contract Amendment}.

5.2 BLANKET P.O. {CONTRACT} TERM AND EXTENSION OPTION

The base term of this Blanket P.O. {Contract} shall be for a period of **two (2) years**. The anticipated "Blanket P.O. {Contract} Effective Date" is provided on the "Summary" page of the Bid Solicitation {RFP} in **NJSTART**. If delays in the procurement process result in a change to the anticipated Blanket P.O. {Contract} Effective Date, the Vendor {Bidder} agrees to accept a Blanket P.O. {Contract} for the full term of this Blanket P.O. {Contract}.

This Blanket P.O. {Contract} may be extended up to **three (3) years** with no single extension exceeding one (1) year, by the mutual written consent of the Vendor {Contractor} and the Director at the same terms, conditions, and pricing at the rates in effect in the last year of this Blanket P.O. {Contract} or rates more favorable to the State.

5.3 BLANKET P.O. {CONTRACT} TRANSITION

In the event that a new Blanket P.O. {Contract} has not been awarded prior to this Blanket P.O. {Contract} expiration date, including any extensions exercised, and the State exercises this Blanket P.O. {Contract} transition, the Vendor {Contractor} shall continue this Blanket P.O. {Contract} under the same terms, conditions, and pricing until a new Blanket P.O. {Contract} can be completely operational. At no time shall this transition period extend more than **180 days** beyond the expiration date of this Blanket P.O. {Contract}, including any extensions exercised.

5.4 CHANGE ORDER {CONTRACT AMENDMENT}

Any changes or modifications to the terms of this Blanket P.O. {Contract} shall be valid only when they have been reduced to writing and signed by the Vendor {Contractor} and the Director.

5.5 VENDOR {CONTRACTOR} RESPONSIBILITIES

The Vendor {Contractor} shall have sole responsibility for the complete effort specified in this Blanket P.O. {Contract}. Payment will be made only to the Vendor {Contractor}. The Vendor {Contractor} shall have sole responsibility for all payments due any Subcontractor.

The Vendor {Contractor} is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under this Blanket P.O. {Contract}. The Vendor {Contractor} shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this Blanket P.O. {Contract} shall not in any way relieve the Vendor {Contractor} of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the Vendor's {Contractor's} performance of this Blanket P.O. {Contract}.

5.6 SUBSTITUTION OF STAFF

If it becomes necessary for the Vendor {Contractor} to substitute any management, supervisory or key personnel, the Vendor {Contractor} shall identify the substitute personnel and the work to be performed. The Vendor {Contractor} must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitute(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The Vendor {Contractor} shall forward a request to substitute staff to the State Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the Vendor {Contractor} has received written approval to proceed from the State Contract Manager.

5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Sections 5.8 and 5.9 of the SSTC accompanying this Bid Solicitation {RFP}.

The Vendor {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 Vendor {Contractor} has received written approval from the Director.

If it becomes necessary for the Vendor {Contractor} to substitute a Subcontractor, add a Subcontractor, or substitute its own staff for a Subcontractor, the Vendor {Contractor} will identify the proposed new Subcontractor or staff member(s) and the work to be performed. The Vendor {Contractor} must provide detailed justification documenting the necessity for the substitution or addition.

The Vendor {Contractor} must provide detailed resumes of its proposed replacement staff or of the proposed Subcontractor's management, supervisory, and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the Subcontractor is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the Vendor {Contractor} in its Quote {Proposal}.

5.8 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of this Blanket P.O. {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 Blanket P.O. {Contract} shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days' notice by the State. With respect to software computer programs and/or source codes developed for the State, except those modifications or adaptations made to Vendor's {Bidder's/Contractor's} Background IP as defined below, the work shall be considered "work for hire", i.e., the State, not the Vendor {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 Blanket P.O. {Contract}, Vendor {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 Vendor {Bidder} anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the Quote {Proposal}. Otherwise, the language in the first paragraph of this section prevails. If the Vendor {Bidder} identifies such intellectual property ("Background IP") in its Quote {Proposal}, then the Background IP owned by the Vendor {Bidder} on the date of this Blanket P.O. {Contract}, as well as any modifications or adaptations thereto, remain the property of the Vendor {Bidder}. Upon Blanket P.O. {Contract} award, the Vendor {Bidder/Contractor} shall grant the State a nonexclusive, perpetual royalty free license to use any of the Vendor's {Bidder's/Contractor's} Background IP delivered to the State for the purposes contemplated by this Blanket P.O. {Contract}.

5.9 SECURITY AND CONFIDENTIALITY

5.9.1 DATA CONFIDENTIALITY

All financial, statistical, personnel, customer, and/or technical data supplied by the State to the Vendor {Contractor} are confidential (State Confidential Information). The Vendor {Contractor} must secure all data from manipulation, sabotage, theft or breach of confidentiality. The Vendor {Contractor} is prohibited from releasing any financial, statistical, personnel, customer and/or technical data supplied by the State that is deemed confidential. Any use, sale, or offering of this data in any form by the Vendor {Contractor}, or any individual or entity in the Vendor's {Contractor's} charge or employ, will be considered a violation of this Blanket P.O. {Contract} and may result in Blanket P.O. {Contract} termination and the Vendor's {Contractor's} suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

The Vendor {Contractor} shall assume total financial liability incurred by the Vendor {Contractor} associated with any breach of confidentiality.

When requested, the Vendor {Contractor} and all project staff including its Subcontractor(s) must complete and sign confidentiality and non-disclosure agreements provided by the State. The Vendor {Contractor} may be required to view yearly security awareness and confidentiality training modules provided by the State. Where required, it shall be the Vendor's {Contractor's} responsibility

to ensure that any new staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one (1) month of the employees' start date.

The State reserves the right to obtain, or require the Vendor {Contractor} to obtain, criminal history background checks from the New Jersey State Police for all Vendor {Contractor} and project staff (to protect the State of New Jersey from losses resulting from Vendor {Contractor} employee theft, fraud or dishonesty). If the State exercises this right, the results of the background check(s) must be made available to the State for consideration before the employee is assigned to work on the State's project. Prospective employees with positive criminal backgrounds for cyber-crimes will not be approved to work on State Projects. Refer to the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-12, An Introduction to Computer Security: The NIST Handbook, Section 10.1.3, Filling the Position – Screening and Selecting.

5.9.1.1 VENDOR'S {CONTRACTOR'S} CONFIDENTIAL INFORMATION

- A. The obligations of the State under this provision are subject to the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena;
- B. By virtue of this Blanket P.O. {Contract}, the parties may have access to information that is confidential to one another. The parties agree to disclose to each other only information that is required for the performance of their obligations under this Blanket P.O. {Contract}. Vendor's {Contractor's} Confidential Information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure and anything identified in Vendor's {Contractor's} Quote {Proposal} as Background IP ("Vendor {Contractor} Confidential Information"). Notwithstanding the previous sentence, the terms and pricing of this Blanket P.O. {Contract} are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena;
- C. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party;
- D. The State agrees to hold Vendor's {Contractor's} Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information;
- E. In the event that the State receives a request for Vendor {Contractor} Confidential Information related to this Blanket P.O. {Contract} pursuant to a court order, subpoena, or other operation of law, the State agrees, if permitted by law, to provide Vendor {Contractor} with as much notice, in writing, as is reasonably practicable and the State's intended response to such order of law. Vendor {Contractor} shall take any action it deems appropriate to protect its documents and/or information;
- F. In addition, in the event Vendor {Contractor} receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, Vendor {Contractor} shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and Vendor's {Contractor's} intended response to such order of law. The State shall take any action it deems appropriate to protect its documents and/or information; and
- G. Notwithstanding the requirements of nondisclosure described in these Sections 5.9.1 and 5.9.1.1, either party may release the other party's Confidential Information (i) if directed to do so by a court or arbitrator of competent jurisdiction, (ii) pursuant to a lawfully issued

subpoena or other lawful document request, (a) in the case of the State, if the State determines the documents or information are subject to disclosure and Vendor {Contractor} does not exercise its rights as described in Section 5.9.1.1(e), or if Vendor {Contractor} is unsuccessful in defending its rights as described in Section 5.9.1.1(e), or (b) in the case of Vendor {Contractor}, if Vendor {Contractor} determines the documents or information are subject to disclosure and the State does not exercise its rights described in Section 5.9.1.1(F), or if the State is unsuccessful in defending its rights as described in Section 5.9.1.1(F).

5.9.2 DATA SECURITY STANDARDS

Data Security: The Vendor {Contractor} at a minimum must protect and maintain the security of data traveling its network in accordance with generally accepted industry practices.

- A. Any Personally Identifiable Information must be protected. All data must be classified in accordance with the State's Asset Classification and Control policy, 08-04-NJOIT (www.nj.gov/it/ps). Additionally, data must be disposed of in accordance with the State's Information Disposal and Media Sanitation policy, 09-10-NJOIT (www.nj.gov/it/ps); and
- B. Data usage, storage, and protection is subject to all applicable federal and state statutory and regulatory requirements, as amended from time to time, including, without limitation, those for Health Insurance Portability and Accountability Act of 1996 (HIPAA), Personally Identifiable Information (PII), Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075), New Jersey State tax confidentiality statute, N.J.S.A. 54:50-8, New Jersey Identity Theft Prevention Act, N.J.S.A. 56:11-44 et. seq., the federal Drivers' Privacy Protection Act of 1994, Pub.L.103-322, and the confidentiality requirements of N.J.S.A. 39:2-3.4. Vendor {Contractor} must also conform to Payment Card Industry (PCI) Data Security Standard;

Data Transmission: The Vendor {Contractor} must only transmit or exchange State of New Jersey data with other parties when expressly requested in writing and permitted by and in accordance with requirements of the State of New Jersey. The Vendor {Contractor} must only transmit or exchange data with the State of New Jersey or other parties through secure means supported by current technologies. The Vendor {Contractor} must encrypt all data defined as personally identifiable or confidential by the State of New Jersey or applicable law, regulation or standard during any transmission or exchange of that data.

Data Storage: All data provided by the State of New Jersey or State data obtained by the Vendor {Contractor} in the performance of the Blanket P.O. {Contract} must be stored, processed, and maintained solely in accordance with a project plan and system topology approved by the State Contract Manager. No State data shall be processed on or transferred to any device or storage medium including portable media, smart devices and/or USB devices, unless that device or storage medium has been approved in advance in writing by the State Contract Manager. The Vendor {Contractor} must encrypt all data at rest defined as personally identifiable information by the State of New Jersey or applicable law, regulation or standard. The Vendor {Contractor} must not store or transfer State of New Jersey data outside of the United States.

Data Scope: All provisions applicable to State data include data in any form of transmission or storage, including but not limited to: database files, text files, backup files, log files, XML files, and printed copies of the data.

Data Re-Use: All State data must be used expressly and solely for the purposes enumerated in the Contract. Data must not be distributed, repurposed or shared across other applications, environments, or business units of the Vendor {Contractor}. No State data of any kind must be transmitted, exchanged or otherwise passed to other Vendors {Contractors} or interested parties except on a case-by-case basis as specifically agreed to in writing by the State Contract Manager.

Data Breach: Unauthorized Release Notification: The Vendor {Contractor} must comply with all applicable State and Federal laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the Vendor's {Contractor's} security obligations or other event requiring notification under applicable law ("Notification Event"), the Vendor {Contractor} must assume responsibility for informing the State Contract Manager within 24 hours and all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State of New Jersey, its officials, and employees from and against any claims, damages, or other harm related to such Notification Event. All communications must be coordinated with the State of New Jersey.

End of Blanket P.O. {Contract} Data Handling: Upon termination/expiration of this Blanket P.O. {Contract} the Vendor {Contractor} must first return all State data to the State in a usable format as defined in the Blanket P.O. {Contract}, or in an open standards machine-readable format if not. The Vendor {Contractor} must then erase, destroy, and render unreadable all Vendor {Contractor} copies of State data according to the standards enumerated in accordance with the State's most recent Information Disposal and Media Sanitation policy, currently 09-10-NJOIT (www.nj.gov/it/ps) and certify in writing that these actions have been completed within 30 days after the termination/expiration of the Blanket P.O. {Contract} or within seven (7) days of the request of an agent of the State whichever shall come first.

5.9.3 SECURITY PLAN

The Vendor {Contractor} must provide a security plan. The document shall describe the administrative, physical, technical and systems controls to be used by the system and/or services. The Vendor's {Contractor's} security plan must, at a minimum, provide security measures for the following areas:

- A. Facilities Physical Security;
- B. System Security;
- C. System Data Security; and
- D. Administrative and Personnel Security.

The security plan shall provide for review of the Vendor's {Contractor's} operations and control system. The Vendor {Contractor} shall have the capability to detect and report attempted unauthorized entries into the facility and system. All security requirements for the Vendor {Contractor} apply to development, testing, production and backup systems.

The Vendor {Contractor} shall provide a summary overview of the security document and describe how it has been incorporated into a larger security program for automated data processing. In the plan, the Vendor {Contractor} shall highlight security features of the system.

In addition, the security plan shall identify and define:

- E. Regulations and security requirements – how the Vendor {Contractor} will address security requirements such as PCI, HIPAA, FISMA and etc;
- F. System, Administrative and Personnel Security – the security responsibilities of and supervision required for information owned and / or operated by the Vendor {Contractor}. Security responsibilities include responsibilities for administration of the infrastructure, implementing or maintaining security and the protection of the confidentiality, integrity, and availability of information systems or processes;

- G. Workforce Security – the control process for hiring and terminating of Vendor's {Contractor's} employees, and method used for granting and denying access to the Vendor's {Contractor's} network, systems and applications. Identify and define audit controls when employment of the employee terminates;
- H. Role based security access – the products and methods provides role-based security, access enforcement and least privilege;
- I. Account Management – the products and methods identify and control the account types to meet defined regulation and security requirements;
- J. Password Management – the appropriate password management controls to meet defined regulation or security requirements;
- K. Logging / Auditing controls – the Vendor's {Contractor's} audit control methods and requirements. The controls must address but not limited to all user access and user identification linked to any changes to the system and data, and provide an audit process that will make all audit data accessible to state and federal audit staff. The audit trail of all transactions should track date, time, user, and end-user device that initiated the transaction. The audit data must be protected, non-repudiated and restricted to authorized staff. Retention of the audit records will be retained online for at least ninety days and further preserve offline for a period of the Blanket P.O. {Contract} or required State and Federal laws and regulations;
- L. Incident Management – the methods for detecting, reporting and responding to an incident, vulnerabilities and threats. The methods are tested and exercised;
- M. Vulnerability / Security Assessment – the products and methods used for scanning for vulnerabilities and remediation of the vulnerabilities. Identify and define methods used for initiating and completing security assessments. All systems and applications shall be subject to vulnerability assessment scans by an independent and accredited third party on an annual basis;
- N. Application Security – where the Vendor {Contractor} is providing application hosting or development services, the Vendor {Contractor} at a minimum shall run application vulnerability assessment scans during development and system testing. Vulnerabilities shall be remediated prior to production release;
- O. Anti-virus / malware controls – the products and methods for anti-virus and malware controls that meet industry standards. It shall include policy statements that require periodic anti-viral software checks of the system to preclude infections and set forth its commitment to periodically upgrade its capability to maintain maximum effectiveness against new strains of software viruses;
- P. Network Security – where the Vendor {Contractor} has access to State confidential data, and that data will traverse the Vendor's {Contractor's} network, the Vendor {Contractor} shall maintain the Vendor's {Contractor's} network security to include, but not be limited to: network firewall provisioning, intrusion detection and prevention, denial of service protection, annual independent and accredited third party penetration testing, and maintain a hardware inventory including name and network address. The Vendor {Contractor} shall maintain network security that conforms to current standards set forth and maintained by the National Institute of Standards and Technology (NIST), including those at: <http://web.nvd.nist.gov/view/ncp/repository>;
- Q. Firewall – the products and methods for firewall control process and intrusion detection methodology;

- R. Database – the products and methods for safeguarding the database(s);
- S. Server and infrastructure – the products and methods for "hardening" of the hardware' operating systems;
- T. Wireless, Remote and Mobile Access – where the Vendor {Contractor} has access to State confidential data, and that data traverses the Vendor's {Contractor's} network, the Vendor {Contractor} shall have security controls for provisioning accounts, authorization, account/credential verification, audit/logging, VPN, and TCP/UDP ports restrictions;
- U. Transmission - the products and methods on how its system addresses security measures regarding communication transmission, access and message validation; and
- V. Data Integrity – the products and methods on the integrity of all stored data and the electronic images, and the security of all files from unauthorized access. The Vendor {Contractor} must be able to provide reports on an as-needed basis on the access or change for any file within the system.
 - 1. Continuous Monitoring – where the Vendor {Contractor} has access to State confidential data, and that data will traverse the Vendor's {Contractor's} network, the Vendor {Contractor} shall have products and methods for monitoring malicious activity, malware, intrusions and audit records within the Vendor's {Contractor's} network;
 - 2. Security Audit – the Vendor {Contractor} must allow State assigned staff full access to all operations for security inspections and audits which may include reviews of all issues addressed in description of the security approach and willingness to enter into good faith discussions to implement any changes;
 - 3. Change / Configuration Management and Security Authorization – the Vendor {Contractor} has established a change / configuration methodology, establish a baseline configuration and track changes to the configuration. Identify and maintain a list of software programs authorized to execute on a system. When the Vendor {Contractor} has a major change to the system or application, the State's project manager is notified and a security reauthorization must be approved;
 - 4. Risk Management – the Vendor {Contractor} has established a risk management plan, technical and security risks are identified, reported and mitigated; and
 - 5. Confidentiality and Non-Disclosure Agreements – when requested, the Vendor {Contractor} and all project staff including its subcontractor(s) must complete and sign confidentiality and non-disclosure agreements provided by the State. The Vendor {Contractor} may be required to view yearly security awareness and confidentiality training modules provided by the State. Where required, it shall be the Vendor's {Contractor's} responsibility to ensure that any new staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one month of the employees' start date.

The State reserves the right to obtain, or require the Vendor {Contractor} to obtain, criminal history background checks from the New Jersey State Police for all Vendor {Contractor} and project staff (to protect the State of New Jersey from losses resulting from Vendor {Contractor} employee theft, fraud or dishonesty) when requested. If the State exercises this right, the results of the background check(s) must be made available to the State for consideration before the employee is assigned to work on the State's project. Prospective employees with positive criminal backgrounds for cyber-crimes will not be approved to work on State Projects. Refer to the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-12, An Introduction to Computer Security: The NIST Handbook, Section 10.1.3, Filling the Position – Screening and Selecting.

The Vendor {Contractor} shall disclose to the State of New Jersey a description of their roles and responsibilities related to electronic discovery, litigation holds, discovery searches, and expert testimonies. The Vendor {Contractor} shall disclose its process for responding to subpoenas, service of process, and other legal requests.

5.10 NEWS RELEASES

The Vendor {Contractor} is not permitted to issue news releases pertaining to any aspect of the services being provided under this Blanket P.O. {Contract} without the prior written consent of the Director.

5.11 ADVERTISING

The Vendor {Contractor} shall not use the State's name, logos, images, or any data or results arising from this Blanket P.O. {Contract} as a part of any commercial advertising without first obtaining the prior written consent of the Director.

5.12 LICENSES AND PERMITS

The Vendor {Contractor} shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this Blanket P.O. {Contract}. The Vendor {Contractor} shall comply with all New Jersey Department of Labor requirements. Notwithstanding the requirements of the Bid Solicitation {RFP}, the Vendor {Contractor} shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to this Blanket P.O. {Contract} award. All costs associated with any such licenses, permits, and authorizations must be considered by the Vendor {Bidder} in its Quote {Proposal}.

5.13 CLAIMS AND REMEDIES

5.13.1 CLAIMS

All claims asserted against the State by the Vendor {Contractor} shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, *et seq.*, and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, *et seq.*

5.13.2 REMEDIES

Nothing in this Blanket P.O. {Contract} shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL BLANKET P.O. {CONTRACT} REQUIREMENTS

In the event that the Vendor {Contractor} fails to comply with any material Blanket P.O. {Contract} requirements, the Director may take steps to terminate this Blanket P.O. {Contract} in accordance with the SSTC, authorize the delivery of Blanket P.O. {Contract} items by any available means, with the difference between the price paid and the defaulting Vendor's {Contractor's} price either being deducted from any monies due the defaulting Vendor {Contractor} or being an obligation owed the State by the defaulting Vendor {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.

5.14 LIQUIDATED DAMAGES

The Division of Purchase and Property and the Vendor {Contractor} ("the Parties") agree that it would be extremely difficult to quantify actual damages which the State of New Jersey will sustain

as the result of the Vendor's {Contractor's} failure to meet the performance standard requirements set forth within the RFP, and/or meet the timelines set forth in the Blanket P.O. {Contract}. Any breach by the Vendor {Contractor} will negatively impact the State and deprive the State of the ability to timely provide services for government-funded individual assistance programs. Therefore, the Parties agree that the liquidated damages to be assessed as specified in this RFP are reasonable estimates of the damages the State of New Jersey may sustain from the Vendor's {Contractor's} failure to perform and shall be treated as liquidated damages and not as penalties.

The State has the sole discretion to determine whether liquidated damages should be assessed.

Assessment of liquidated damages shall be in addition to, and not in lieu of, such other remedies as may be available to the State of New Jersey. Except and to the extent expressly provided herein, the Division shall be entitled to recover liquidated damages under each section applicable to any given incident.

- A. \$5,000 per day for failure to establish interface with the SIROMS system within 30 calendar days of Blanket P.O. {Contract} award as specified by Section 3.1.2(F) of this Bid Solicitation {RFP};
- B. \$50 per occurrence for failure to meet with Applicant and Builder to review planned work and the current status of construction within 60 calendar days of transfer as specified by Section 3.2(F) of this Bid Solicitation {RFP};
- C. \$150 per occurrence for failure to return Applicant oral and written communications within one (1) business day of receipt and/or placing Applicant telephone calls on hold for longer than 15 minutes as specified by Section 3.2(E) of this Bid Solicitation {RFP};
- D. \$100 per occurrence for failure to contact the Applicant at least once every 30 calendar days as specified by Section 3.3(G) of this Bid Solicitation {RFP};
- E. \$100 per occurrence for failure to provide the Applicant with notice of a change in Project Manager within two (2) business days as specified by Section 3.4(B) of this Bid Solicitation {RFP};
- F. \$350 per week per occurrence for failure to conduct final inspection within 15 calendar days of Applicant submitting all required documentation to the Vendor {Contractor} as specified by Section 3.4(M) of this Bid Solicitation {RFP}; and
- G. \$450 per occurrence for failure to resolve all known issues prior to completing the final file review as specified by Section 3.5(I) of this Bid Solicitation {RFP}.

5.14.1 NOTIFICATION OF LIQUIDATED DAMAGES

Upon determination that liquidated damages are to be assessed, the Director or the SCM will notify the Vendor {Contractor} of the assessment in writing. The availability of any period of cure will depend on the situation and will be in the sole discretion of the Director. The Director may, in the Director's sole discretion, elect to notify the Vendor {Contractor} that liquidated damages may be assessed so as to provide a warning, prior to assessing them in accordance with this section, but if the Director does not provide such a warning the Director is not precluded from assessing liquidated damages in accordance with this Blanket P.O. {Contract}. Notwithstanding any provision of any Bid Solicitation {RFP} to the contrary, should there be any conflict between this section and any provision of a Bid Solicitation {RFP}, this section shall supersede such Bid Solicitation {RFP} provision to the contrary.

5.14.2 CONDITIONS FOR TERMINATION OF LIQUIDATED DAMAGES

The continued assessment of liquidated damages may be terminated at the sole discretion of the Director, only if all of the following conditions are met:

- A. The Vendor {Contractor} corrects the condition(s) for which liquidated damages were imposed;
- B. The Vendor {Contractor} notifies the State Contract Manager in writing that the condition(s) has (have) been corrected; and
- C. The Director reviews and approves in writing the recommendation of State Contract Manager.

5.14.3 SEVERABILITY OF INDIVIDUAL LIQUIDATED DAMAGES

If any portion of the liquidated damages provisions is determined to be unenforceable by a New Jersey court in one (1) or more applications, that portion remains in effect in all applications not determined to be invalid and is severable from the invalid applications. If any portion of the liquidated damages provisions is determined to be unenforceable, the other provision(s) shall remain in full force and effect.

5.14.4 WAIVER OF LIQUIDATED DAMAGES/LIQUIDATED DAMAGES NOT EXCLUSIVE REMEDY

The continued assessment of liquidated damages may be waived in writing at the sole discretion of the Director. The waiver of any liquidated damages due to the State, shall constitute a waiver only as to such assessment of liquidated damages and not a waiver of any future liquidated damage assessments. Failure to assess liquidated damages or to demand payment of liquidated damages within any period of time shall not constitute a waiver of such claim by the State.

5.14.5 PAYMENT OF LIQUIDATED DAMAGES

Once assessed pursuant to Section 5.14, liquidated damages will be deducted from any funds owed to the Vendor {Contractor} by the State, and in the event the amount due the Vendor {Contractor} is not sufficient to satisfy the amount of the liquidated damages, the Vendor {Contractor} shall pay the balance to the State of New Jersey within 30 calendar days of written notification of the assessment. If the amount due is not paid in full, the balance will be deducted from subsequent payments to the Vendor {Contractor}.

5.15 RETAINAGE

Not applicable to this procurement.

5.16 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

The Vendor {Contractor} shall not begin performing any additional work or special projects without first obtaining the State Contract Manager's recommendation and the Director's written approval.

In the event of additional work and/or special projects, the Vendor {Contractor} must present a written Quote {Proposal} to perform the additional work to the State Contract Manager. The Quote {Proposal} should provide justification for the necessity of the additional work. The relationship between the additional work and the base Blanket P.O. {Contract} work must be clearly established by the Vendor {Contractor} in its Quote {Proposal}.

The Vendor's {Contractor's} written Quote {Proposal} must provide a detailed description of the work to be performed broken down by task and subtask. The Quote {Proposal} should also contain

details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written Quote {Proposal} must detail the cost necessary to complete the additional work in a manner consistent with this Blanket P.O. {Contract}. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the Vendor {Contractor} in the Vendor's {Contractor's} original Quote {Proposal} submitted in response to this Bid Solicitation {RFP}. Whenever possible, the price schedule should be a firm, fixed price to perform the required work. The firm, fixed price should specifically reference and be tied directly to costs submitted by the Vendor {Contractor} in its original Quote {Proposal}. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

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

In the event the Vendor {Contractor} proceeds with additional work and/or special projects without the Director's written approval, it shall be at the Vendor's {Contractor's} sole risk. The State shall be under no obligation to pay for work performed without the Director's written approval.

5.17 MODIFICATIONS AND CHANGES TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS (SSTC)

5.17.1 INDEMNIFICATION

Section 4.1 of the SSTC is supplemented with the following:

4.1.1 LIMITATION OF LIABILITY

The Vendor's {Contractor's} liability to the State for actual, direct damages resulting from the Vendor's {Contractor's} performance or non-performance, or in any manner related to this Blanket P.O. {Contract}, for any and all claims, shall be limited in the aggregate to 200% of the total value of this Blanket P.O. {Contract}, except that such limitation of liability shall not apply to the following:

- A. The Vendor's {Contractor's} obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage, or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the Vendor {Contractor} under this Blanket P.O. {Contract} caused by negligence or willful misconduct of the Vendor {Contractor};
- B. The Vendor's {Contractor's} breach of its obligations of confidentiality; and
- C. The Vendor's {Contractor's} liability with respect to copyright indemnification.

The Vendor's {Contractor's} indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 4.2 of the SSTC.

The Vendor {Contractor} shall not be liable for special, consequential, or incidental damages

5.17.2 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Section 4.2 of the SSTC regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

- D. Professional Liability Insurance: The Vendor {Contractor} shall carry Errors and Omissions, Professional Liability Insurance, and/or Professional Liability Malpractice Insurance sufficient to protect the Vendor {Contractor} from any liability arising out the professional obligations performed pursuant to the requirements of this Blanket P.O. {Contract}. The insurance shall be in the amount of not less than \$3,000,000 and in such policy forms as shall be approved by the State. If the Vendor {Contractor} has claims-made coverage and subsequently changes carriers during the term of this Blanket P.O. {Contract}, it shall obtain from its new Errors and Omissions, Professional Liability Insurance, and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

5.18 ACCESSIBILITY COMPLIANCE

The Vendor {Contractor} shall abide by the State's website standards and guidelines which include the mandatory accessibility information for Section 508 and Chapter 191 compliance for any web based systems. The standards can be located at the following links:

- A. http://nj.gov/it/ps/07-12-NJOIT_web_accessibility_policy.pdf; and
- B. http://www.state.nj.us/it/ps/Web_Site_Standards_Guidelines.pdf.

5.19 ELECTRONIC PAYMENTS

With the award of this Blanket P.O. {Contract}, the successful Vendor(s) {Contractor(s)} will be required to receive its payment(s) electronically. In order to receive your payments via automatic deposit from the State of New Jersey, complete and return the "Credit Authorization Agreement for Automatic Deposits (ACH Credits)" Form with an **original voided check or bank letter**. The form must include ABA number (routing or transit number), bank account number, and if the bank account is a checking or savings account. The form and instructions are located on the Office of Management & Budget's website at: <http://www.state.nj.us/treasury/omb/forms/index.shtml>. The completed form along with the required voided check or bank letter should be mailed or faxed to: Department of the Treasury, Office of Management and Budget, PO Box 221, 6TH Floor – Room 674, Trenton, N.J. 08625-0221; fax: (609)-984-5210. To assist in identifying payments, the State offers Vendors {Contractors} access to the Vendor Payment Inquiry web application (VPI) which offers check stub information online. Contact the State of New Jersey at AAIUNIT@treas.nj.gov to request access to this application.

5.20 PROGRAM EFFICIENCY ASSESSMENT FOR STATE USING AGENCIES

The Program Efficiency Assessment shall not be charged against the winning Vendor {Contractor} and therefore is not to be included in the Vendor's {Bidder's} pricing. The State Using Agencies shall be charged an assessment equal to one-quarter of one (1) percent (0.25%) of the value of all transactions under this Blanket P.O. {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.

For purposes of this section, "transaction" is defined as the payment or remuneration to the Vendor {Contractor} for services rendered or products provided to the State pursuant to the terms of this Blanket P.O. {Contract}, including but not limited to the following: purchase orders, invoices, hourly rates, firm fixed price, commission payments, progress payments and contingency payments.

6.0 QUOTE {PROPOSAL} EVALUATION

6.1 RIGHT TO WAIVE

The Director reserves the right to waive minor irregularities or omissions in a Quote {Proposal}. The Director also reserves the right to waive a requirement provided that the requirement does not materially affect the procurement or the State's interests associated with the procurement.

6.2 DIRECTOR'S RIGHT OF FINAL QUOTE {PROPOSAL} ACCEPTANCE

The Director reserves the right to reject any or all Quotes {Proposals}, 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 orders or Blanket P.O.s {Contracts} in accordance with N.J.S.A. 52:34-12. Tie Quotes {Proposals} will be awarded by the Director in accordance with N.J.A.C. 17:12-2.10.

6.3 STATE'S RIGHT TO INSPECT VENDOR (BIDDER) FACILITIES

The State reserves the right to inspect the Vendor's {Bidder's} establishment before making an award, for the purposes of ascertaining whether the Vendor {Bidder} has the necessary facilities for performing the Blanket P.O. {Contract}.

The State may also consult with clients of the Vendor {Bidder} during the evaluation of Quotes {Proposals}. Such consultation is intended to assist the State in making a Blanket P.O. {Contract} award that is most advantageous to the State.

6.4 STATE'S RIGHT TO REQUEST FURTHER INFORMATION

The Director reserves the right to request all information which may assist him or her in making a Blanket P.O. {Contract} award, including factors necessary to evaluate the Vendor's {Bidder's} financial capabilities to perform the Blanket P.O. {Contract}. Further, the Director reserves the right to request a Vendor {Bidder} to explain, in detail, how the Quote {Proposal} price was determined.

6.5 QUOTE {PROPOSAL} EVALUATION COMMITTEE

Quotes {Proposals} may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Division. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant(s) in an advisory role.

6.6 ORAL PRESENTATION AND/OR CLARIFICATION OF QUOTE {PROPOSAL}

After the submission of Quotes {Proposals}, unless requested by the State as noted below, Vendor {Bidder} contact with the State is still not permitted.

After the Quotes {Proposals} are reviewed, one (1), some or all of the Vendors {Bidders} may be asked to clarify certain aspects of its Quote {Proposal}. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies or material omissions, or revise or modify a Quote {Proposal}, except to the extent that correction of apparent clerical mistakes results in a modification.

The Vendor {Bidder} may be required to give an oral presentation to the State concerning its Quote {Proposal}.

A Vendor {Bidder} may not attend the oral presentations of its competitors.

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

6.7 EVALUATION CRITERIA

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate Quotes {Proposals} received in response to this Bid Solicitation {RFP}. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process.

6.7.1 TECHNICAL EVALUATION CRITERIA

Each criterion will be scored and each score multiplied by a predetermined weight to develop the Technical Evaluation Score.

- A. Personnel: The qualifications and experience of the Vendor's {Bidder's} management, supervisory, and key personnel assigned to the Blanket P.O. {Contract}, including the candidates recommended for each of the positions/roles required;
- B. Experience of firm: The Vendor's {Bidder's} documented experience in successfully completing Blanket P.O. {Contracts} of a similar size and scope in relation to the work required by this Bid Solicitation {RFP}; and
- C. Ability of firm to complete the Scope of Work based on its Technical Quote {Proposal}: The Vendor's {Bidder's} demonstration in the Quote {Proposal} that the Vendor {Bidder} understands the requirements of the Scope of Work and presents an approach that would permit successful performance of the technical requirements of the Blanket P.O. {Contract}.

6.7.2 VENDOR'S {BIDDER'S} PRICE SCHEDULE

For evaluation purposes, Vendors {Bidders} will be ranked from lowest to highest according to the total Quote {Proposal} price located on the Price Sheet/Schedule accompanying this Bid Solicitation {RFP}.

6.7.3 QUOTE (PROPOSAL) DISCREPANCIES

In evaluating Quotes {Proposals}, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum of the column of figures.

In the event that a Vendor {Bidder} using **NJSTART** to submit a Quote {Proposal} uploads a price sheet/schedule attachment and completes the "Items" Tab in **NJSTART** (instead of entering a Unit Cost of \$1.00 as instructed), the price sheet/schedule attachment will govern.

6.7.4 EVALUATION OF THE QUOTES {PROPOSALS}

After the Evaluation Committee completes its evaluation, it recommends to the Director for award the responsible Vendor(s) {Bidder(s)} whose Quote {Proposal}, conforming to this Bid Solicitation {RFP}, 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 6.8 below, the Director reserves the right to negotiate price reductions with the selected Vendor {Bidder}.

6.8 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

In accordance with N.J.S.A. 52:34-12(f) and N.J.A.C. 17:12-2-7, after evaluating Quotes {Proposals}, the Bureau may establish a competitive range and enter into negotiations with one (1) Vendor {Bidder} or multiple Vendors {Bidders} within this competitive range. The primary purpose of negotiations is to maximize the State's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one (1) Vendor {Bidder} or multiple Vendors {Bidders}. Negotiations will be structured by the Bureau to safeguard information and ensure that all Vendors {Bidders} are treated fairly.

Similarly, the Bureau may invite one (1) Vendor {Bidder} or multiple Vendors {Bidders} to submit a Best and Final Offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that does not result in more advantageous pricing to the State will not be considered, and the State will evaluate the Vendor's {Bidder's} most advantageous previously submitted pricing.

If required, after review of the BAFO(s), clarification may be sought from the Vendor(s) {Bidder(s)}. The Division may conduct more than one (1) round of negotiation and/or BAFO in order to attain the best value for the State.

After evaluation of Quotes {Proposals} and as applicable, negotiation(s), and/or BAFO(s), the Bureau will recommend, to the Director, the responsible Vendor(s) {Bidder(s)} whose Quote(s) {Proposal(s)}, conforming to the Bid Solicitation {RFP}, is/are most advantageous to the State, price, and other factors considered. The Director may accept, reject or modify the recommendation of the Bureau. The Director may initiate additional negotiation or BAFO procedures with the selected Vendor(s) {Bidder(s)}.

Negotiations will be conducted only in those circumstances where it is deemed by the Bureau or Director to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the Vendor {Bidder} is advised to submit its best technical and price Quote {Proposal} in response to this Bid Solicitation {RFP} since the State may, after evaluation, make a Blanket P.O. {Contract} award based on the content of the initial submission, without further negotiation and/or BAFO with any Vendor {Bidder}.

All contacts, records of initial evaluations, any correspondence with a Vendor {Bidder} related to any request for clarification, negotiation or BAFO, any revised technical and/or price Quotes {Proposals}, and related documents will remain confidential until a Notice of Intent to Award a Blanket P.O. {Contract} is issued.

If the Bureau contemplates negotiation, Quote {Proposal} prices will not be publicly read at the Quote {Proposal} opening. Only the name and address of each Vendor {Bidder} will be publicly announced at the Quote {Proposal} opening.

6.9 **“REQUEST FOR REVISION” WITHIN [NJSTART](#)**

The State may request a revision of the Vendor’s {Bidder’s} Quote {Proposal} within [NJSTART](#). The Vendor {Bidder} shall respond to the “Request for Revision” (e.g., to reduce pricing if a BAFO is requested) only for the reason(s) identified by the State. Any changes made by a Vendor {Bidder} to the Quote {Proposal} other than as requested by the State shall be considered null and void.

6.10 **POOR PERFORMANCE**

A Vendor {Bidder} with a history of performance problems may be bypassed for consideration of an award issued as a result of this Bid Solicitation {RFP}. The following materials may be reviewed to determine Vendor {Bidder} performance: Blanket P.O. {Contract} cancellations for cause pursuant to Section 5.7(b) of the SSTC; information contained in Vendor performance records; information obtained from audits or investigations conducted by a local, state or federal agency of the Vendor’s {Bidder’s} work experience; current licensure, registration, and/or certification status and relevant history thereof; or its status or rating with established business/financial reporting services, as applicable. Vendors {Bidders} should note that this list is not exhaustive.

7.0 BLANKET P.O. {CONTRACT} AWARD

7.1 DOCUMENTS REQUIRED BEFORE BLANKET P.O. {CONTRACT} AWARD

7.1.1 REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (FORMERLY EXECUTIVE ORDER NO. 134), EXECUTIVE ORDER NO. 117 (2008) AND N.J.A.C. 17:12-5 ET SEQ.

- A. The State shall not enter into a Blanket P.O. {Contract} to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods;
- B. Prior to awarding any Blanket P.O. {Contract} or agreement to any Business Entity, the Business Entity proposed as the intended Vendor {Contractor} of the Blanket P.O. {Contract} shall submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four (4) years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the means of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Division’s website at <http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf>, shall be provided to the intended Vendor {Contractor} for completion and submission to the Division with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Blanket P.O. {Contract}, the intended Vendor {Contractor} shall submit to the Division, in care of the Division Procurement Specialist, the Certification and Disclosure(s) within five (5) business days of the State’s request. The Certification and Disclosure(s) may be executed electronically by typing the name of the authorized signatory in the “Signature” block as an alternative to downloading, physically signing the form, scanning the form, and uploading the form. Failure to submit the required forms will preclude award of a Blanket P.O. {Contract} under this Bid Solicitation {RFP}, as well as future Blanket P.O. {Contract} opportunities; and
- C. Further, the Vendor {Contractor} is required, on a continuing basis, to report any contributions it makes during the term of the Blanket P.O. {Contract}, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Division’s website at <http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf>, shall be provided to the intended Vendor {Contractor} with the Notice of Intent to Award.

The Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form is located on the [Division’s website](#). The form is also available in [NJSTART](#). Vendors {Bidders} may refer to the QRGs “Vendor Forms” and “Attaching Files” for instructions on submitting the forms required by this section of the Bid Solicitation {RFP} through [NJSTART](#). QRGs are located on the [NJSTART Vendor Support Page](#).

Vendors {Bidders} should verify its Chapter 51 Compliance status on the “Maintain Terms and Categories” Tab within its profile in [NJSTART](#). In the event of an issue with a Vendor’s {Bidder’s} Chapter 51 Compliance status, [NJSTART](#) provides a link to take corrective action.

7.1.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to N.J.S.A. 52:34-13.2, all Blanket P.O.s {Contracts} primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a Vendor {Contractor} or Subcontractor within the United States and the certification is approved by the State Treasurer. Also refer to Section 3.6 Service Performance Within U.S. of the SSTC.

Pursuant to the statutory requirements, the intended Vendor {Contractor} of a Blanket P.O. {Contract} primarily for services with the State of New Jersey must disclose the location by country where services under the Blanket P.O. {Contract}, including subcontracted services, will be performed. The Source Disclosure Form accompanies the subject Bid Solicitation {RFP}. FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A BLANKET P.O. {CONTRACT} TO THE INTENDED VENDOR {BIDDER}.

If any of the services cannot be performed within the United States, the Vendor {Bidder} shall state with specificity the reasons why the services cannot be so performed. The Director shall determine whether sufficient justification has been provided by the Vendor {Bidder} to form the basis of his or her certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

The Source Disclosure Form is located on the [Division's website](#). The form is also available in [NJSTART](#). Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation {RFP} through [NJSTART](#). QRGs are located on the [NJSTART Vendor Support Page](#).

7.1.2.1 BREACH OF BLANKET P.O. {CONTRACT}

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE BLANKET P.O. {CONTRACT} SHALL BE DEEMED A BREACH OF BLANKET P.O. {CONTRACT}. If, during the term of the Blanket P.O. {Contract}, or any extension thereof, the Vendor {Contractor} or Subcontractor, who had upon Blanket P.O. {Contract} award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the Vendor {Contractor} shall be deemed to be in breach of its Blanket P.O. {Contract}. Such Blanket P.O. {Contract} shall be subject to termination for cause pursuant to Section 5.7b.1 of the SSTC, unless such shift in performance was previously approved by the Director and the Treasurer.

7.1.3 AFFIRMATIVE ACTION

The intended Vendor {Contractor} must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Intended Vendors {Contractors} not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at http://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf.

Vendors {Bidders} should verify its Affirmative Action Compliance status on the "Maintain Terms and Categories" Tab within its profile in [NJSTART](#). In the event of an issue with a Vendor's {Bidder's} Affirmative Action Compliance status, [NJSTART](#) provides a link to take corrective action.

7.1.4 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a Vendor {Bidder} and its named Subcontractors must have a valid Business Registration Certificate (“BRC”) issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a Blanket P.O. {Contract}. See Section 4.4.2.1 of this Bid Solicitation {RFP} for further information.

Vendors {Bidders} should verify its Business Registration Certification Active status on the “Maintain Terms and Categories” Tab within its profile in [NJSTART](#). In the event of an issue with a Vendor’s {Bidder’s} Business Registration Certification Active status, [NJSTART](#) provides a link to take corrective action. Vendors {Bidders} may refer to the QRG “Vendor Categories and Certifications” for instructions on completing certifications on the “Maintain Terms and Categories” Tab within its profile in [NJSTART](#). QRGs are located on the [NJSTART Vendor Support Page](#).

7.2 FINAL BLANKET P.O. {CONTRACT} AWARD

Blanket P.O. {Contract} award[s] will be made with reasonable promptness by written notice to that responsible Vendor(s) {Bidder(s)}, whose Quote(s) {Proposal(s)}, conforming to this Bid Solicitation {RFP}, is(are) most advantageous to the State, price, and other factors considered. Any or all Quotes {Proposals} may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

7.3 INSURANCE CERTIFICATES

The Vendor {Contractor} shall provide the State with current certificates of insurance for all coverages required by the terms of this Blanket P.O. {Contract}, naming the State as an Additional Insured. See Section 4.2 of the SSTC accompanying this Bid Solicitation {RFP}.

Vendors {Bidders} should verify its Insurance Certification Compliance status on the “Maintain Terms and Categories” Tab within its profile in [NJSTART](#). In the event of an issue with a Vendor’s {Bidder’s} Insurance Certification Compliance status, contact the Division Procurement Specialist.

8.0 BLANKET P.O. {CONTRACT} ADMINISTRATION

8.1 STATE CONTRACT MANAGER

The State Contract Manager (SCM) is the State employee responsible for the overall management and administration of the Blanket P.O. {Contract}.

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

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency Blanket P.O. {Contract} where only one (1) State office uses the Blanket P.O. {Contract}, the SCM will be responsible for engaging the Vendor {Contractor}, assuring that Purchase Orders are issued to the Vendor {Contractor}, directing the Vendor {Contractor} to perform the work of the Blanket P.O. {Contract}, approving the deliverables and approving payment vouchers. The SCM is the person who the Vendor {Contractor} will contact **after the Blanket P.O. {Contract} is executed** for answers to any questions and concerns about any aspect of the Blanket P.O. {Contract}. The SCM is responsible for coordinating the use of the Blanket P.O. {Contract} and resolving minor disputes between the Vendor {Contractor} and any component part of the SCM's Department. The SCM is also responsible for notifying OIT and other appropriate parties of security and privacy violations or incidents. The SCM cannot modify the Blanket P.O. {Contract}, direct or approve a Change Order {Contract Amendment}.

If the Blanket P.O. {Contract} has multiple users, the SCM shall be the central coordinator of the use of the Blanket P.O. {Contract} for all Using Agencies, while other State employees engage and pay the Vendor {Contractor}. All persons and agencies using the Blanket P.O. {Contract} must notify and coordinate the use of the Blanket P.O. {Contract} with the SCM.

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any Blanket P.O. {Contract} user that is unable to resolve disputes with a Vendor {Contractor} shall refer those disputes to the SCM for resolution. Any questions related to performance of the work of the Blanket P.O. {Contract} by Blanket P.O. {Contract} users shall be directed to the SCM. The Vendor {Contractor} may contact the SCM if the Vendor {Contractor} cannot resolve a dispute with Blanket P.O. {Contract} users.

9.0 STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

(Rev: 6/12/17)

1. STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT

Unless the bidder/offeror is specifically instructed otherwise in the Request for Proposals (RFP), the following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise. In the event that the bidder/offeror would like to present terms and conditions that are in conflict with either these terms and conditions or those set forth in the RFP, the bidder/offeror must present those conflicts during the Question and Answer period for the State to consider. Any conflicting terms and conditions that the State is willing to accept will be reflected in an addendum to the RFP. The State's terms and conditions shall prevail over any conflicts set forth in a bidder/offeror's Proposal that were not submitted through the question and answer process and approved by the State. Nothing in these terms and conditions shall prohibit the Director of the Division of Purchase and Property (Director) from amending a contract when the Director determines it is in the best interests of the State.

1.1 CONTRACT TERMS CROSSWALK

NJSTART Term	Equivalent Existing New Jersey Term
Bid/Bid Solicitation	RFP/Solicitation
Bid Amendment	Addendum
Change Order	Contract Amendment
Master Blanket Purchase Order (Blanket P.O.)	Contract
Offer and Acceptance Page	Signatory Page
Quote	Proposal
Vendor	Bidder/Contractor

2. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

The statutes, laws or codes cited herein are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.

2.1 BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, the State is prohibited from entering into a contract with an entity unless the bidder and each subcontractor named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services. A subcontractor named in a bid or other proposal shall provide a copy of its business registration to the bidder who shall provide it to the State.

The contractor shall maintain and submit to the State a list of subcontractors and their addresses that may be updated from time to time with the prior written consent of the Director during the course of contract performance. The contractor shall submit to the State a complete and accurate list of all subcontractors used and their addresses before final payment is made under the contract.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of

2.2 ANTI-DISCRIMINATION

All parties to any contract with the State agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference. The agreement to abide by the provisions of N.J.S.A. 10:5-31 through 10:5-38 include those provisions indicated for Goods, Professional Service and General Service Contracts (Exhibit A, attached) and Constructions Contracts (Exhibit B and Executive Order 151, August 28, 2009, attached) as appropriate.

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

2.3 PREVAILING WAGE ACT

The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.25 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on [this proposal] is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by [this proposal] has been suspended or debarred by the Commissioner, Department of Labor and Workforce Development for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the bidder's signature on the proposal is also his guarantee that he and any subcontractors he might employ to perform the work covered by [this proposal] shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

2.4 AMERICANS WITH DISABILITIES ACT

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101, et seq.

2.5 MACBRIDE PRINCIPLES

The bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

2.6 PAY TO PLAY PROHIBITIONS

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51), and specifically, N.J.S.A. 19:44A-20.21, it shall be a breach of the terms of the contract for the business entity to:

- A. Make or solicit a contribution in violation of the statute;
- B. Knowingly conceal or misrepresent a contribution given or received;
- C. Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- D. Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor or Lieutenant Governor, or to any State or county party committee;

- E. Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;
- F. Fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- G. Engage in any exchange of contributions to circumvent the intent of the Legislation; or
- H. Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

2.7 POLITICAL CONTRIBUTION DISCLOSURE

The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, §3 as amended) if in a calendar year the contractor receives one (1) or more contracts valued at \$50,000.00 or more. It is the contractor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888)313-3532 or on the internet at <http://www.elec.state.nj.us/>.

2.8 STANDARDS PROHIBITING CONFLICTS OF INTEREST

The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g;

The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards;

No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest;

No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee;

No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person; and

The provisions cited above in paragraphs 2.8a through 2.8e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3c of Executive Order No. 189.

2.9 NOTICE TO ALL CONTRACTORS SET-OFF FOR STATE TAX NOTICE

Pursuant to N.J.S.A. 54:49-19, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 *et seq.*), to the taxpayer shall be stayed.

2.10 COMPLIANCE - LAWS

The contractor must comply with all local, State and Federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

2.11 COMPLIANCE - STATE LAWS

It is agreed and understood that any contracts and/or orders placed as a result of [this proposal] shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.

2.12 WARRANTY OF NO SOLICITATION ON COMMISSION OR CONTINGENT FEE BASIS

The contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. If a breach or violation of this section occurs, the State shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

3. STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT

3.1 COMPLIANCE - CODES

The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor shall be responsible for securing and paying all necessary permits, where applicable.

3.2 PUBLIC WORKS CONTRACTOR REGISTRATION ACT

The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A.

34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development pursuant to N.J.S.A. 34:11-56.51. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464.

3.3 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS

N.J.S.A. 10:2-1 requires that during the performance of this contract, the contractor must agree as follows:

- A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

N.J.S.A. 10:5-33 and N.J.A.C. 17:27-3.5 require that during the performance of this contract, the contractor must agree as follows:

- A. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
- B. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;

C. The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment, N.J.A.C. 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows:

1. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2;
2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;
3. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions; and
4. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

3.4 BUILDING SERVICE

Pursuant to N.J.S.A. 34:11-56.58 et seq., in any contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the contractor or subcontractors shall be paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11.56.59. The prevailing wage shall be adjusted annually during the term of the contract.

3.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT

The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the statute.

3.6 SERVICE PERFORMANCE WITHIN U.S.

Under N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

A shift to performance of services outside the United States during the term of the contract shall be deemed a breach of contract. If, during the term of the contract, the contractor or subcontractor, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 5.7(b) (1) of the Standard Terms and Conditions, unless previously approved by the Director and the Treasurer.

3.7 BUY AMERICAN

Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States and the contractor shall be required to so certify.

4. INDEMNIFICATION AND INSURANCE

4.1 INDEMNIFICATION

The contractor's liability to the State and its employees in third party suits shall be as follows:

- A. Indemnification for Third Party Claims - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract;
- B. The contractor's indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions; and
- C. In the event of a patent and copyright claim or suit, the contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

4.2 INSURANCE

The contractor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A- VIII or better rating by A.M. Best & Company. All policies must be endorsed to provide 60 days' written notice of cancellation or material change to the State of New Jersey at the address shown below. The contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof. Renewal certificates shall be provided within 30 days of the expiration of the insurance. The contractor shall not begin to provide services or goods to the State until evidence of the required insurance is provided. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance & Audit Unit, P.O. Box 236, Trenton, New Jersey 08625 in the Certificate Holder box. The certificates and any notice of cancelation shall be emailed to the State at:

ccau.certificate@treas.nj.gov

The insurance to be provided by the contractor shall be as follows:

- A. Occurrence Form Comprehensive General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Comprehensive General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as "Additional Insureds" and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed Comprehensive General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State

of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage;

- B. Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit. The State must be named as an "Additional Insured" and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the State's behalf or on State controlled property;
- C. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:
 - 1. \$1,000,000 BODILY INJURY, EACH OCCURRENCE;
 - 2. \$1,000,000 DISEASE EACH EMPLOYEE; and
 - 3. \$1,000,000 DISEASE AGGREGATE LIMIT.
 - a. This \$1 million amount may have been raised by the RFP when deemed necessary by the Director; and
 - b. In the case of a contract entered into pursuant to N.J.S.A. 52:32-17 *et seq.*, (small business set asides) the minimum amount of insurance coverage in subsections a., b., and c. above may have been lowered in the RFP for certain commodities when deemed in the best interests of the State by the Director.

5. TERMS GOVERNING ALL CONTRACTS

5.1 CONTRACTOR IS INDEPENDENT CONTRACTOR

The contractor's status shall be that of any independent contractor and not as an employee of the State.

5.2 CONTRACT AMOUNT

The estimated amount of the contract(s), when stated on the RFP form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of the RFP or any contract entered into as a result of the RFP.

5.3 CONTRACT TERM AND EXTENSION OPTION

If, in the opinion of the Director, it is in the best interest of the State to extend a contract, the contractor shall be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the term and period of performance of the contract. If the contractor agrees to the extension, all terms and conditions including pricing of the original contract shall apply unless more favorable terms for the State have been negotiated.

5.4 STATE'S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under this contract. In such an event, the Director shall provide to the contractor advance written notice of the change in scope of work and what the Director believes should be the corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

- A. If the contractor does not agree with the Director's proposed adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Director shall make a prompt decision

taking all such information into account, and shall notify the contractor of the final adjusted contract price; and

- B. If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

5.5 CHANGE IN LAW

Whenever a change in applicable law or regulation affects the scope of work, the Director shall provide written notice to the contractor of the change and the Director's determination as to the corresponding adjusted change in the scope of work and corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

- A. If the contractor does not agree with the adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the adjusted contract price. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price; and
- B. If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

5.6 SUSPENSION OF WORK

The State may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid for goods ordered, goods delivered, or services requested and performed until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director shall make an equitable adjustment, if any is required, to the contract price. The contractor shall provide whatever information that Director may require related to the equitable adjustment.

5.7 TERMINATION OF CONTRACT

- A. For Convenience:
Notwithstanding any provision or language in this contract to the contrary, the Director may terminate this contract at any time, in whole or in part, for the convenience of the State, upon no less than 30 days written notice to the contractor;
- B. For Cause:
 - 1. Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond; and

2. Where in the reasonable opinion of the Director, a contractor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond.
- C. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond; and
- D. In the event of termination under this section, the contractor shall be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

5.8 SUBCONTRACTING OR ASSIGNMENT

- A. Subcontracting: The contractor may not subcontract other than as identified in the contractor's proposal without the prior written consent of the Director. Such consent, if granted in part, shall not relieve the contractor of any of his responsibilities under the contract, nor shall it create privity of contract between the State and any subcontractor. If the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor's: (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws; and
- B. Assignment: The contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Director.

5.9 NO CONTRACTUAL RELATIONSHIP BETWEEN SUBCONTRACTORS AND STATE

Nothing contained in any of the contract documents, including the RFP and vendor's bid or proposal shall be construed as creating any contractual relationship between any subcontractor and the State.

5.10 MERGERS, ACQUISITIONS

If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the Director as soon as practicable and in no event longer than 30 days after said merger or acquisition. The contractor shall provide such documents as may be requested by the Director, which may include but need not be limited to the following: corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within 30 days of the request. Failure to do so may result in termination of the contract for cause.

If, at any time during the term of the contract, the contractor's partnership, limited liability company, limited liability partnership, professional corporation, or corporation shall dissolve, the Director must be so notified. All responsible parties of the dissolved business entity must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment shall be made until all parties to the dissolved business entity submit the required documents to the Director.

5.11 PERFORMANCE GUARANTEE OF CONTRACTOR

The contractor hereby certifies that:

- A. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice;

- B. All equipment supplied to the State and operated by electrical current is UL listed where applicable;
- C. All new machines are to be guaranteed as fully operational for the period stated in the contract from time of written acceptance by the State. The contractor shall render prompt service without charge, regardless of geographic location;
- D. Sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters;
- E. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice;
- F. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract; and
- G. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

5.12 DELIVERY REQUIREMENTS

- A. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract;
- B. The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice;
- C. Items delivered must be strictly in accordance with the contract; and
- D. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.

5.13 APPLICABLE LAW AND JURISDICTION

This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles and shall be filed in the appropriate Division of the New Jersey Superior Court.

5.14 CONTRACT AMENDMENT

Except as provided herein, the contract may only be amended by written agreement of the State and the contractor.

5.15 MAINTENANCE OF RECORDS

The contractor shall maintain records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment unless otherwise specified in the RFP. Such records shall be made available to the State, including the Comptroller, for audit and review.

5.16 ASSIGNMENT OF ANTITRUST CLAIM(S)

The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent,

hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract. In connection with this assignment, the following are the express obligations of the contractor:

- A. It shall take no action that will in any way diminish the value of the rights conveyed or assigned hereunder;
- B. It shall advise the Attorney General of New Jersey:
 - 1. In advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action; and
 - 2. Immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
- C. It shall notify the defendants in any antitrust suit of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice shall be sent to the Attorney General of New Jersey; and
- D. It is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

6. TERMS RELATING TO PRICE AND PAYMENT

6.1 PRICE FLUCTUATION DURING CONTRACT

Unless otherwise agreed to in writing by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract. In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions may result in cancellation of contract for cause, pursuant to provision 5.7(b)1.

6.2 TAX CHARGES

The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

6.3 PAYMENT TO VENDORS

- A. The using agency(ies) is (are) authorized to order and the contractor is authorized to ship only those items covered by the contract resulting from the RFP. If a review of orders placed by the using agency(ies) reveals that goods and/or services other than that covered by the contract have been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or not award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price;
- B. The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily

completed or delivered. For commodity contracts, the invoice, together with the original Bill of Lading, express receipt and other related papers must be sent to the State Contract Manager or using agency on the date of each delivery. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager or using agency before payment will be authorized;

- C. In all time and materials contracts, the State Contract Manager or designee shall monitor and approve the hours of work and the work accomplished by contractor and shall document both the work and the approval. Payment shall not be made without such documentation. A form of timekeeping record that should be adapted as appropriate for the Scope of Work being performed can be found at www.nj.gov/treasury/purchase/forms/Vendor_Timesheet.xls; and
- D. The contractor shall provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Chief of Operations, Division of Revenue, P.O. Box 628, Trenton, NJ 08646.

6.4 OPTIONAL PAYMENT METHOD: P-CARD

The State offers contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card are optional. P-card transactions do not require the submission of a contractor invoice; purchasing transactions using the p-card will usually result in payment to a contractor in three (3) days. A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard. Additional information can be obtained from banks or merchant service companies.

6.5 NEW JERSEY PROMPT PAYMENT ACT

The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq., requires state agencies to pay for goods and services within 60 days of the agency's receipt of a properly executed State Payment Voucher or within 60 days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the State prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest shall not be paid until it exceeds \$5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

6.6 AVAILABILITY OF FUNDS

The State's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency by the State Legislature and made available through receipt of revenue.

7. TERMS RELATING TO ALL CONTRACTS FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS

The provisions set forth in this Section 7 of the Standard Terms and Conditions apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

7.1 PROCUREMENT OF RECOVERED MATERIALS

To the extent that the scope of work or specifications in the contract requires the contractor to provide any of the following items, this Section 7.1 of the Standard Terms and Conditions modifies the terms of the scope of work or specification.

Pursuant to 2 CFR 200.322, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$ 10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- A. Designated items are those set forth in 40 CFR 247 subpart B, as may be amended from time to time, including:
 - 1. Paper and paper products listed in 40 C.F.R. 247.10;
 - 2. Certain vehicular products as listed in 40 CFR 247.11;
 - 3. Certain construction products listed in 40 C.F.R. 247.12;
 - 4. Certain transportation products listed in 40 C.F.R. 247.13;
 - 5. Certain park and recreation products, 40 C.F.R. 247.14;
 - 6. Certain landscaping products listed in 40 C.F.R. 247.15;
 - 7. Certain non-paper office products listed in 40 C.F.R. 247.16; and
 - 8. Other miscellaneous products listed in 40 C.F.R. 247.17.
- B. As defined in 40 CFR 247.3, "recovered material" means:
 - 1. waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process; and
 - 2. for purposes of purchasing paper and paper products, means waste material and byproducts that have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the case of paper and paper products, the term recovered materials includes:
 - a. Postconsumer materials such as --
 - i. Paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; and
 - ii. All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste, and
 - b. Manufacturing, forest residues, and other wastes such as --
 - i. Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel in smaller rolls of rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste, resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
 - ii. Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others;

- iii. Fibrous byproducts of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw, linters, bagasse, slash, and other forest residues;
- iv. Wastes generated by the conversion of goods made from fibrous material (that is, waste rope from cordage manufacture, textile mill waste, and cuttings); and
- v. Fibers recovered from waste water which otherwise would enter the waste stream.

C. For contracts in an amount greater than \$ 100,000, at the beginning of each contract year, contractor shall provide the State estimates of the total percentage of recovered material utilized in the performance of its contract for each of the categories listed in subsection (A). For all contracts subject to this Section 7.1 of the Standard Terms and Conditions, at the conclusion of each contract year, contractor shall certify to the State the minimum recovered material content actually utilized in the prior contract year.

7.2 EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments

under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to

which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

7.3 DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of \$ 2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

7.4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of \$ 100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7.5 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7.6 CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED

Contracts and subgrants of amounts in excess of \$ 150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7.7 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

7.8 BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

Contractors that apply or bid for an award exceeding \$ 100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 *et seq.* (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27-1 et seq.**

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

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

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

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as

supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or

schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public

Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27-1 *et seq.*).

EXECUTIVE ORDER NO. 151 REQUIREMENTS

It is the policy of the Division of Purchase and Property that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the Division of Purchase and Property to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the Division of Purchase and Property's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the Division of Purchase and Property's contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <http://NJ.gov/JobCentralNJ>;
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the Division of Purchase and Property with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the Division of Purchase and Property no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

This language is in addition to and does not replace good faith efforts requirements for construction contracts required by N.J.A.C. 17:27-3.6, 3.7 and 3.8, also known as Exhibit B.

BID SOLICITATION {RFP} #18DPP00166 – ATTACHMENT #1

STATEMENT OF ASSURANCES FOR CONTRACTOR/CONSULTANT

ADDITIONAL FEDERALLY FUNDED AGREEMENT PROVISIONS APPLICABLE TO COMMUNITY DEVELOPMENT BLOCK GRANT- DISASTER RECOVERY FUNDED PROJECTS

The purpose of this Statement of Assurances is to list requirements applicable to programs funded in whole or in part by Community Development Block Grant-Disaster Recovery (“CDBG-DR”) funds received from the U.S. Department of Housing and Urban Development (“HUD”). Not all of the requirements listed herein shall apply to all activities or work under the Contract.

As used herein, “**Contractor**” and “**Consultant**” refer to any contractors or consultants awarded a Contract to provide goods or perform services in connection with the Project and paid with CDBG-DR funds.

Contractor/Consultant agrees to comply with all *applicable* federal CDBG-DR laws, guidelines and standards in a manner satisfactory to the State and HUD, including all administration and compliance requirements set forth by this Statement of Assurances. To the extent that Contractor/Consultant utilizes any subconsultants/subcontractors, Contractor/Consultant shall require and ensure that each subconsultant/subcontractor comply with all *applicable* federal CDBG-DR laws, guidelines and standards; any subcontracts entered into by Consultant shall set forth these requirements. Contractor/Consultant also agrees to comply with all *applicable* cross-cutting statutes and regulations, subject to waivers cited in the Federal Register, Docket No. FR-5696-N-01 (March 5, 2013) (Allocations, Common Application, Waivers, and Alternative Requirements for Grantees Receiving CDBG - DR funds in Response to Superstorm Sandy), as supplemented by additional applicable Notices published by HUD in the Federal Register.

Contractor/Consultant agrees to comply with the requirements of Title 24 of the CFR, Part 570 (HUD regulations concerning Community Development Block Grants).

The failure to list herein a legal requirement applicable to services performed by Contractor/Consultant does not relieve the Contractor/Consultant from complying with that requirement.

A. GENERAL PROVISIONS

1. Under provisions of the Hatch Act that limit the political activity of employees and HUD regulations governing political activity (24 CFR 570.207), CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.
2. No federally appointed funds shall be used for lobbying purposes regardless of level of government, in accordance with 2 CFR 200.450.

3. HUD rules prohibit the use of CDBG funds for inherently religious activities, as set forth in 24 CFR 570.200(j), except for circumstances specified in the Department of Housing and Urban Development Allocations, Common Application, Waivers, and Alternative Requirements for Grantees Receiving CDBG Disaster Recovery Funds in Response, 78 FR 14329 (March 5, 2013).
 4. HUD rules impose drug-free workplace requirements in Subpart B of 2 CFR part 2429, which adopts the government-wide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988.
 5. Citizens will be provided with an appropriate address, phone number, and times during which they may submit complaints regarding activities carried out utilizing these CDBG-DR funds. The State will provide a written response to every citizen complaint within fifteen (15) working days of the complaint.
- B. **PERSONALLY IDENTIFIABLE INFORMATION:** To the extent the Contractor/Consultant receives personally identifiable information, it will comply with the Privacy Act of 1974 and HUD rules and regulations related to the protection of personally identifiable information. The term “personally identifiable information” refers to information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, biometric records, etc., either alone or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc. See 2 CFR 200.79 & OMB M-07-16. Contractor/Consultant shall require all persons that have access to personally identifiable information (including subcontractors/subconsultants and their employees) to sign a Non-Disclosure Agreement.

C. **FINANCIAL MANAGEMENT AND PROCUREMENT**

1. *To the extent applicable*, Contractor/Consultant shall adhere to the principles and standards governing federal grant distribution as set forth in the OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200).
2. Contractor/Consultant shall comply with all *applicable* laws pertaining to financial management, including 2 CFR Part 180 and 2 CFR Part 2424, which prohibit the making of any award or permitting any award (sub grant or contract) at any tier to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs. To the extent that it uses subcontractors or subconsultants, Contractor must verify that none of them are on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with Executive Orders 12549 and 12689, “Debarment and Suspension,” as set forth at 2 CFR Part 2424. No Contractors or Subcontractors that are on the List may receive any CDBG funds.
3. Conflict of interest rules, as set forth in 24 CFR 570.489, 24 CFR 570.611, and 2 CFR 200.112, apply. Contractor/Consultant shall disclose in writing any potential conflict of interest to DPP and DCA.
4. *To the extent applicable*, Contractor/Consultant shall comply with 24 CFR Part 570 regarding the management and disposition of cash, real and personal property acquired with CDBG-DR funds.
5. *To the extent applicable*, Contractor/Consultant shall comply with 24 CFR 570.489(j) regarding change of use of real property. These standards apply to real property within its control (including

activities undertaken by subcontractors/subconsultants). These standards apply from the date CDBG-DR funds are first spent until five years after the close-out of the Program.

D. RECORDS AND RECORDS RETENTION

1. In accordance with 2 CFR 200.333, 24 CFR 570.502 and 570.506, Contractor/Consultant shall retain financial records, supporting documents, statistical records, and all other records pertinent to this Agreement. The retention period shall be the longer of three (3) years after the expiration or termination of this Agreement, or three years after the submission of the annual performance and evaluation report in which the project is reported on for the final time, except that records for activities subject to the reversion of assets provisions at § 570.503(b)(7) or change of use provisions at § 570.505 must be maintained for as long as those provisions continue to apply to the activity. Notwithstanding the above, if any litigation, claim, or audit pertaining to the Agreement is started before the expiration of the applicable retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required retention period, whichever is later.
2. Contractor/Consultant shall provide the State and HUD, including their representatives or agents, access to and the right to examine all records, books, papers, or documents related to the Contract and the use of CDBG funds.

E. FEDERAL LABOR STANDARDS: *To the extent applicable*, Contractor/Consultant shall comply with Federal Labor Standards, including:

1. The Federal Fair Labor Standards Act (29 U.S.C. 201 *et seq.*), requiring that covered nonexempt employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week;
2. Department of Labor regulations in parallel with HUD requirements above:
 - a. 29 CFR part 1: Procedures for Predetermination of Wage Rates
3. All applicable Federal Labor Standards provisions set forth in form HUD-4010. Consultant/Contractor will ensure that form HUD-4010 is included in all bid packages and subcontracts entered into with contractors, consultants, or other third parties to supply goods or perform services in connection with the Contract activities and paid with CDBG-DR funds.

F. SECTION 3 REQUIREMENTS

1. *To the extent applicable*, Contractor/Consultant shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (“Section 3”). Section 3 is intended to encourage recipients of HUD funding to direct new employment, training, and contracting opportunities to the greatest extent feasible to low- and very low-income persons, and to businesses that employ these persons, within their community. Section 3 applies to grantees and subrecipients that receive assistance exceeding \$200,000 in certain types of HUD funding, including CDBG funding, and to contractors and subcontractors that enter into contracts in excess of \$100,000 funded by certain types of HUD funding, including CDBG funds, for any activity that involves housing construction, rehabilitation, and demolition, or other public construction. A guide to Section 3 applicability and compliance requirements is located at HUD’s [website, http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/section3/section3](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/section3/section3), under Frequently Asked Questions (FAQs).

2. Pursuant to 24 CFR 135.38, the following language shall be included in all contracts and subcontracts:

- a. *The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.*
- b. *The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.*
- c. *The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.*
- d. *The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.*
- e. *The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.*
- f. *Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.*
- g. *With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).*

G. FAIR HOUSING AND NON-DISCRIMINATION

1. *To the extent applicable*, Contractor/Consultant shall comply with the following fair housing and non-discrimination laws. Any act of unlawful discrimination committed by Contractor/Consultant or failure to comply with applicable laws shall be grounds for termination of the Contract.
 - a. Title II of the Civil Rights Act of 1968 (25 U.S.C. 1301-1303) and its implementing regulations, which prohibits discrimination because of race, color, religion, or natural origin in certain places of public accommodation.
 - b. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794, and its implementing regulations, which provides that no otherwise qualified individual shall solely by reason of his or her handicap be excluded from participation, denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance.
 - c. Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794d, and its implementing regulations, which requires Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities, and applies to all federal agencies when they develop, procure, maintain or use electronic and information technology.
 - d. Section 109 of Title I of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.602), and its implementing regulations, which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under that Part. Section 109 further prohibits discrimination to an otherwise qualified individual with a handicap, as provided under Section 504 of the Rehabilitation Act of 1973, as amended, and prohibits discrimination based on age as provided under the Age Discrimination Act of 1975. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR 6.
 - e. Age Discrimination Act of 1975, 42 U.S.C. 6101 *et seq.*, and its implementing regulations, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.
 - f. Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. 12131 *et seq.*, as amended by the ADA Amendments Act of 2008, and its implementing regulations, which prohibits discrimination against people with disabilities by public entities, which includes any state or local government and any of its departments, agencies or other instrumentalities.
 - g. Accessibility requirements contained in Title III of the Americans with Disabilities Act of 1990 (42 U.S.C. 12181 *et seq.*) and its implementing regulations.
 - h. Executive Order 11246 (Johnson), September 24, 1965, as amended by Executive Order 11375 (Johnson), October 13, 1967, as amended by Executive Order 13672 (Obama), July 21, 2014, and its implementing regulations, which prohibit discrimination in employment on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin. Further, contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to insure that equal opportunity is provided in all aspects of their employment, including, but not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.
 - i. Executive Order 12086 and its implementing regulations: Consolidation of contract compliance functions for equal employment opportunity, October 5, 1978.
 - j. Executive Order 12892 and its implementing regulations: Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing, January 17, 1994.

- k. Executive Order 12898 and its implementing regulations: Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, February 11, 1994.
- l. Executive Order 13166 and its implementing regulations: Improving Access to Services for Persons with Limited English Proficiency (LEP), August 11, 2000, and Federal Register Notice FR-4878-N-02 (available online at <http://www.gpo.gov/fdsys/pkg/FR-2007-01-22/pdf/07-217.pdf>), which require recipients of federal financial assistance to ensure meaningful access to programs and activities by LEP persons. (The State's Language Access Plan (LAP) is available online at http://www.renewjerseystronger.org/wp-content/uploads/2014/08/NJ-DCA-LAP_Version-1.0_2015.01.14-for-RenewJerseyStronger.pdf).
- m. Executive Order 13217 and its implementing regulations: Community-Based Alternatives for Individuals with Disabilities, June 19, 2001.

H. CONTRACTING WITH SMALL AND MINORITY FIRMS AND WOMEN'S BUSINESS ENTERPRISES

1. Contractor/Consultant shall take all necessary affirmative steps to ensure contracting opportunities are provided to small, minority-owned, woman-owned, and veteran-owned businesses, and labor area surplus firms. As used in this contract, the terms "minority-owned business," "women-owned business," and "veteran-owned business" means a business that is at least fifty-one percent (51%) owned and controlled by minority group members, women, or veterans. For purposes of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and Native Americans. Consultant may rely on written representations by businesses regarding their status as minority, women and veteran businesses in lieu of an independent investigation.
2. Affirmative steps shall include:
 - a. Placing qualified small and minority-, veteran- and women-owned businesses on solicitation lists;
 - b. Ensuring that small and minority-, veteran- and women-owned businesses are solicited whenever they are potential sources, for goods and/or services required in furtherance of the Contract;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority-, veteran- and women-owned businesses;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority-, veteran- and women-owned businesses; and
 - e. Using the service and assistance, as appropriate, of organizations such as the Small Business Administration, and the Minority Business Development Agency of the U.S. Department of Commerce; and
 - f. Requiring the subcontractor, if subcontracts are to be let, to take the affirmative steps listed in subparagraphs (a) through (e) of this section.

T3086 Revised Price Schedule			
Bid Solicitation {RFP} #18DPP00166 - Project Management Services for the RREM and LMI Homeowners Rebuilding Programs: DCA			
Vendor {Bidder} Name:			
Instructions:	Refer to Bid Solicitation {RFP} Section 4.4.5 for Vendor {Bidder} instructions. The Vendor {Bidder} shall provide pricing in the yellow highlighted cells. The rest will be automatically calculated.		
Date of Submission:			
Applicant Project Pool Type* (Reference Bid Solicitation {RFP} Section 1.2.1)	Estimated Applicants**	Firm Fixed Unit Cost	Estimated Total Cost for Each Applicant Pool Type
POOL 1A All-inclusive unit cost to take a Pool 1A Applicant Project from Blanket P.O. {Contract} Project transfer (initiation) to Final Closeout.	242		\$0.00
POOL 1B All-inclusive unit cost to take a Pool 1B Applicant Project from Blanket P.O. {Contract} Project transfer (initiation) to Final Closeout.	147		\$0.00
POOL 1C All-inclusive unit cost to take a Pool 1C Applicant Project from Blanket P.O. {Contract} Project transfer (initiation) to Final Closeout.	499		\$0.00
POOL 2 All-inclusive unit cost to take a Pool 2 Applicant Project from Blanket P.O. {Contract} Project transfer (initiation) to Final Closeout.	578		\$0.00
POOL 3 All-inclusive unit cost to take a Pool 3 Applicant Project from Blanket P.O. {Contract} Project transfer (initiation) to Final Closeout.	472		\$0.00
POOL 4 All-inclusive unit cost to take a Pool 4 Applicant Project from Blanket P.O. {Contract} Project transfer (initiation) to Final Closeout.	294		\$0.00
Estimated Total Quote {Proposal} Cost***	\$0.00		

* Refer to Bid Solicitation Section 1.2.1 for Applicant Project Pool descriptions.

** The State makes no guarantee of work volume.

*** Price used to rank Quote {Proposals} in accordance with Bid Solicitation {RFP} Section 6.7.2.