

ENGAGEMENT QUERY

Office of Emergency Management FEMA Approval and Payment Process

INTRODUCTION:

The Department of Treasury (Department) on behalf of the New Jersey Office of Emergency Management (OEM) is seeking quotes pursuant to the 'Program and Process Management' and 'Auditing and Other Related Services for Disaster Recovery' RFQ/RFP from the prequalified contractors in Group 2 Financial Auditing and Grant Management (Contractor).

This Engagement Query is seeking to engage the services of a prequalified Contractor with knowledge of FEMA Public Assistance Programs, and experience with state and local procurement processes, particularly the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1), to serve as the OEM Financial Auditing and Grant Management Monitor.

OEM is an office within the New Jersey State Police. OEM manages the activities of the Communication, Emergency Preparedness, and Recovery Bureaus; operates as the channel for communications with other divisions; and directs emergency operations within the State which are beyond local control. In Hurricane Sandy related recovery and rebuilding projects, OEM also functions as the State's conduit for FEMA funding. OEM serves as the grantee, while municipalities, State agencies, and other government entities are considered the subgrantees. OEM works with FEMA to ensure all fund requests are valid, and disperses all approved federal funding to the subgrantees.

The key elements of this engagement is to review OEM's FEMA approval and payment process; provide quality assurance/quality control measures; and provide ongoing guidance and problem resolution.

I. BACKGROUND:

On October 27, 2012, Governor Chris Christie signed Executive Order 104 (EO 104) declaring a State of Emergency in New Jersey related to the impact of Superstorm Sandy which caused massive property damage and loss of life. At that time, President Obama declared a major disaster for New Jersey (DR-4086), thereby qualifying New Jersey for federal disaster assistance funds. Disaster assistance includes HUD Community Development Block Grant Funding-Disaster Relief (CBDG-DR) and FEMA Public Assistance, Individual Assistance, and Hazard Mitigation Grant Program funds, as well as other federal disaster assistance programs. The New Jersey Office of Emergency Management (OEM), in cooperation with other State entities, executed the State Emergency Operations Plan (EOP) in responding to the needs of the State during and immediately following the storm.

On March 27, 2013, P.L. 2013, Chapter 37 (N.J.S.A. §§52:15D-1, et seq.), the Integrity Oversight Monitor Act (the Act) was enacted authorizing the Treasurer to establish a pool of qualified integrity monitors (IM Pool) from which the Treasurer could require the use of services on any state or federally-funded recovery and rebuilding contracts. Consequently, the Treasurer has required integrity oversight monitoring on any such contracts valued at \$5 million or more. (Note: one 'project' could consist of multiple contracts.)

The pool of integrity oversight monitors includes, among others, those contractors procured under G-9004: "Program and Process Management Auditing, Financial Auditing and Grant Management, and Integrity Monitoring/Anti-Fraud Services for Disaster Recovery Assistance" and T-2939: "Prequalification Pools:

Auditing and Other Related Services in Support of Disaster Recovery.” The firms under these two contracts provide services organized into three distinct groups: Group I - Program and Process Management Auditing, Group II - Financial Auditing and Grant Management, and Group III - Integrity Monitoring/Anti-Fraud.

II. SCOPE OF WORK (SOW) REQUIREMENTS:

Contractors must be able to perform the following tasks including, but not limited to:

- A. Attend a kick-off meeting with representatives from OEM. The kick-off meeting is intended to confirm the timeline presented in the vendor's response to this Engagement Query; allow the vendor to confirm and explain, as necessary, the approach and steps it will use for the engagement as was presented in its response to this Engagement Query; and permit each party to turn over, or request documents and files associated with this engagement as appropriate. The vendor is responsible for documenting the kick-off meeting and providing minutes of the meeting.
- B. Review the current grant sub-recipient process for projects which fall under FEMA's small-project threshold; verify that the process complies with all federal, state and local laws, regulations, and ordinances, and adheres to all grant/assistance program guidelines as they are applicable to the program; and develop a workflow document for the process so that the process can be incorporated into the tracking system for reporting purposes.
- C. Provide ongoing quality assurance/quality control reviews and assessment by taking an appropriate sample of the payments; and determine if each payment was disbursed consistent with applicable FEMA 'small project validation' directives.
- D. As necessary, work with sub-grantee integrity monitors to address any issues related to the processing of Project Worksheets and the approval of payments.
- E. Provide ongoing guidance and problem resolution to support account reconciliations necessary to control and report on existing Project Worksheet accounts, applicant balances, system interfaces, and other issues related to payment processing and reporting.
- F. Provide deliverables as set forth in this Engagement Query.

III. DELIVERABLES

The Contractor must ensure compliance with the following:

- A. Required Timelines:
 - Task B is required to be completed within 60 business days of receipt of letter of engagement.
 - All other tasks shall be performed on an ongoing basis and within a timeframe determined by the State from time to time as work is assigned.
- B. Required Reports and Documents:
 - OEM grant management procedures document
 - Monthly reports on activities conducted for each task to include the type of activity, results, analysis, and recommendations.
 - Copies (and upon request, originals) of time logs maintained by the Contractor which shall include information on the allocation of hours worked by the Contractor and staff to the respective

federally-funded programs and all other data required in order to ensure compliance with all federal requirements.

Note: The Contractor identified as a result of this Engagement Query, and the services rendered by the Contractor are not subject to the reporting requirements of P.L. 2013, Chapter 37 [N.J.S.A. 52:15D-1 et seq.].

IV. OTHER CONTRACTOR REQUIREMENTS

Contractors are required to comply with terms outlined in: contracts G9004 and T2939, the New Jersey Standard Terms and Conditions, and the Method of Operation for the selected contracts. For the purposes of this engagement, the Contractor's indemnification obligation shall be limited in the aggregate to 500% of the value of the contract. Contracts are available on the Department of the Treasury, Division of Purchase and Property website:

Contract G9004: http://www.state.nj.us/treasury/purchase/noa/contracts/g9004_13-r-23144.shtml

Contract T2939: http://www.state.nj.us/treasury/purchase/noa/contracts/t2939_14-x-23110.shtml

V. CONFLICT FOR FUTURE ENGAGEMENTS

The Department of the Treasury will determine, on a case-by-case basis, if the Contractor engaged pursuant to this Engagement Query will be eligible to receive additional integrity monitoring engagements. If it is determined that award of this engagement presents a conflict of interest for participation in future engagements, the Contractor engaged pursuant to this Engagement Query will be precluded from accepting subsequent Engagement Queries.

VI. PROPOSAL CONTENT

The Contractor shall provide a detailed proposal with a detailed budget to perform the SOW in this engagement to the State Contract Manager:

Dave Ridolfino, Associate Deputy State Treasurer
IntegrityOversightMonitor@treas.state.nj.us
 by **5pm on Friday, November 8, 2013**

Questions related to this Engagement Query must be submitted to:

IntegrityOversightMonitor@treas.state.nj.us
 by **5pm on Friday, October 25, 2013**

Note: Use the attached template to submit questions. **(Attachment 1)**

If the Contractor is unable to bid because of a conflict of interest or scheduling, the Contractor must provide notice to the Department within **three (3)** business days of the receipt of Engagement Query.

The Contractor's proposal must contain the following elements:

- A. A contract schedule that shall identify the performance milestones and associated deliverable items to be submitted as evidence of completion of each task and/or sub-task;
- B. Person-hour and/or labor category mix: A comprehensive chart showing the person-hours proposed to meet the requirements of the Engagement Query. The chart shall reflect the tasks, sub-tasks, or other work elements required by the Engagement Query. The chart shall set forth, for each task, sub-task or other work element, the total number of person-hours, by labor category, proposed to complete the contract. The hourly rates used for each labor category shall be the hourly rates, or lower than the hourly rates, specified in the contract. **(Attachment 2);**
- C. Detailed budget with person-hours and estimated travel and direct costs for the duration of the engagement **(Include total travel and direct cost on Attachment 2);**
- D. Provide a description of FEMA consulting experience on similar projects that demonstrates knowledge of eligibility, documentation and procurement requirements. Include client results in recovering the proposing contractor's fees as direct administrative costs, and a list of any deobligation of funds by FEMA in any of your projects;
- E. Detailed list of engagements or task orders in which the firm is currently providing services for any type of disaster recovery, including those of sub-contractors proposed for this engagement. The list must include the name of the contracting entity; a detailed list of the scope of services and the contract term; and identification of any sub-contractors to be utilized for this engagement which must be consistent with those identified in the original proposal/bid;
- F. Resumes of any primary contractor or sub-contractor individuals proposed for this engagement; and
- G. Summary of experience of the primary and sub-contractor for engagements of similar scope and size.

VII. SELECTION PROCESS

The State Contract Manager, on behalf of the Treasurer or the Using Agency, will review the proposals and select the contractor whose proposal represents the best value, price and other factors considered.

VIII. LIQUIDATED DAMAGES

To the extent that actions of the contractor result in failure to meet performance standards, the State may suffer damages that could be difficult or impossible to quantify. Given the significance of rehabilitation of New Jersey communities, businesses, and programs, the necessity that all resources dedicated to the recovery from Superstorm Sandy be applied in an efficient manner, and the need to take all necessary precautions to prevent, detect, and remediate waste, fraud, and abuse, the State and the Contractor agree to the specified liquidated damage amounts for late delivery of the following deliverables.

The methodology utilized to calculate liquidated damages pertaining to documenting the current workflow of OEM's FEMA approval and payment process, developing recommendations and strategies to ensure fiscal soundness, and reporting on status are based on the assumption that failure to have these key elements in place will directly result in loss of Federal funds. In addition, failure to provide reports could prevent the State from taking action to rectify issues early on, and may also cause harm to the public in the form of waste by the government and inefficiency in rebuilding projects.

Task	Deliverable	Due Date	Liquidated Damages
Task B	Review the current grant sub-recipient process for projects which fall under FEMA's small-project threshold; verify that the process complies with all federal, state and local laws, regulations, and ordinances, and adheres to all grant/assistance program guidelines as they are applicable to the program; and develop a workflow document for the process so that the process can be incorporated into the tracking system for reporting purposes.	Within 60 business days of receipt of letter of engagement	\$1000 a day for each day past due date
Monthly Status Reports	Monthly reports on activities conducted for each task to include the type of activity, analysis, results, and recommendations	The first business day of each month	\$1000 a day for each day past due date

IX. OPEN PUBLIC RECORDS ACT (OPRA)

Responses to Engagement Queries are considered public information and there will be no secondary redaction process in the event of an OPRA request.

ATTACHMENTS

Attachment 1: Question Template

Attachment 2: Cost Quote

Engagement Query Questions or Request for Clarification

Office of Emergency Management

Page #	Engagement Query Section	Question

Cost Quote

Cells to be completed by Contractor
Protected Cells

Firm Name: _____

Cost Quote for: <input type="checkbox"/> Year 1 <input type="checkbox"/> Year 2 <input type="checkbox"/> Year 3	Fill in Task:																								
Staffing Category	Hourly Billing Rate (\$)	Hours	Amount (\$)	Hours	Amount (\$)	Hours	Amount (\$)	Hours	Amount (\$)	Hours	Amount (\$)	Hours	Amount (\$)	Hours	Amount (\$)	Hours	Amount (\$)	Hours	Amount (\$)	Hours	Amount (\$)	Hours	Amount (\$)	Total Hours Per Staff Category	Total \$ Per Staff Category
Partner/Principal/Director			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Program Manager			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Project Manager			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Subject Matter Expert			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Supervisor/Senior Consultant			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Consultant			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Associate/Staff			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Administrative Support			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Other			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Other			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Other			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Other			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00

Total Other Direct Cost (Attach a detailed person-hours and estimated direct cost for the duration of the engagement)		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
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Total Travel Cost (Attach a detailed person-hours and estimated travel cost for the duration of the engagement)																											
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Grand Total \$0.00

Addendum: Engagement Query Questions or Request for Clarification

OFFICE OF EMERGENCY MANAGEMENT

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

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

Part 1: Additions, deletions, clarifications and modifications to the Engagement Query

Page #	Engagement Query Section	Additions, Deletions, Clarifications and Modifications
NA	Attachment: Cost Quote	Add the word 'Other' before 'Direct Costs' (column A, row 22/23)
3	Proposal Content	The new proposal deadline is: by 5pm on Wednesday, December 4, 2013

Part 2: Questions and Answers

Question	Page #	Engagement Query Section	Question	Answers
1	-	Original RFP Section 5.17.1 and State's Standard Terms and Conditions (section 4.1)	The original RFP included a supplemental term with respect to indemnification in Section 5.17.1. It was not clear how this additional term supplements the referenced section of the State's Standard Terms and Conditions (Section 4.1). Can the State provide any clarification to help ensure our understanding of the State's intent with respect to these two terms?	As stated in RFP Section 5.1 for Precedence of Special Contractual Terms & Conditions: "Unless specifically stated within this RFP, the Special Contractual Terms & Conditions of the RFP take precedence over the State of NJ Terms & Conditions accompanying this RFP."
2	1	I	We understand that there are multiple open disasters in NJ. Will the oversight work we propose cover only Hurricane Sandy recovery, or will it include projects for other open disasters?	The work related to this Engagement Query will only cover Sandy projects.
3	1		What is the official name of this project?	The State has no formal project name for the

				services to be provided in the Task Order resulting from this Engagement Query.
4	1	Introduction	How many subgrantees have been approved so far and how many are in the pipeline to be approved? On average how many requests are received every month for approval?	1,386 approved applicants have submitted a Request for Public Assistance (RPA). The deadline to become a subgrantee is completed.
5	2	II, B	The work requirement will depend largely on the number and timing of the small projects expected to be monitored. Can you tell us how many small projects are expected, and the approximate total dollar value?	As of October 29, 2013 there are approximately 3,500 projects listed as small within NJEMGRants not including modified versions. The State approximates the total value at: \$52.8M
6	2	II., C.	How many individual projects will there be that will require ongoing quality assurance/quality control monitoring	This answer depends on the percentage of validation.
7	2	II. C.	What percentage or what number of payments are considered an "appropriate sample" for purposes of ongoing quality assurance/quality control?	20%
8	2	II.B, II.C	What is the driver and/or goal of conducting additional small-project Quality Assurance/Quality Control?	To ensure compliance with 44CFR and all other applicable federal and State requirements.
9	2	Section II Subsection C	What is the time frame and frequency, in months, of the ongoing quality assurance/quality control reviews and assessments?	The State approximates two years.
10	2	Section II.C	Are these ongoing quality assurance/quality controls reviews/assessments of the OEM processes, the sub-recipients' processes or both processes?	The Task Orders issued for this Engagement Query will pertain to FEMA, OEM-the grantee, and the subgrantee processes.
11	2	II. C SOW	Is the Monthly Progress Report the only deliverable with respect to the work performed under II.C. "Provide ongoing	At this point in time yes, however, contractors may be required to provide

			quality assurance/quality control reviews and assessment by taking an appropriate sample of the payments; and determine if each payment was disbursed consistent with applicable FEMA 'small project validation' directives."?	other information and documentation as necessary to ensure compliance with FEMA requirements.
12	2	II-B	How many of OEM's sub-recipients received FEMA funds with projects that fall under FEMA's small-project threshold?	Refer to question 4
13	2	II-E	Is this task referring only to projects under the small projects threshold?	Yes
14	2	Section II.B	How many sub-recipients are subject to the requirements of this Engagement Query task?	Refer to Question 4
15	2	Section II.D	How many sub-grantee (recipient) integrity monitors are performing duties on small projects subject to this Engagement Query task?	This question is unclear.
16	2	Section II.B	Of those sub-recipients that have requested small project validations, what percentage failed at least one validation? What percentage failed multiple validations?	No reviews have been performed as of 11/1/13
17	2	Deliverables	Is there a template format for the monthly reports? Can you provide samples?	There is no template for the monthly report; Format will be determined at kickoff meeting.
18	2	II, A	While a technical approach narrative is never specifically asked for under Proposal Content (Section IV), SOW Requirement A (Section II) asks for confirmation and explanation of the vendor's approach. Is the Department looking for a detailed approach narrative as part of a vendor's proposal?	Both the SOW requirements (Section II) and the Deliverables (Section III) would necessitate an approach narrative.
19	2	II, D&E	Will bidding vendors be able to gain access to the FEMA project worksheets for the purpose of scoping our proposed work?	The State will provide this information to the firm awarded a Task Order resulting from this Engagement Query.
20	2	II. and III.	Is the bid process one bid for all of the jobs or on a per job basis?	Respondents to this EQ will be submitting one bid with pricing on a Time and Materials basis for the requirements of this EQ.

				EQ will be issued with a not to exceed clause as noted in the RFP.
21	2	II. and III.	Are both present and future jobs under the cap?	N/A
22	2	II. C.	What is the anticipated average number of payments that are expected to be processed on a monthly basis?	The State cannot determine this prospectively without a total staff count.
23	2	II. C.	Are documents in this process submitted in paper, electronically or both?	Firms responding to this Engagement Query should provide responses electronically.
24	2	II., B.	Does each sub recipient have its own documented process for projects that fall under FEMA's small-project threshold, or is there a central process that all sub-recipients are required to follow?	The sub-recipients follow a central process.
25	2	II.C	For the purposes of pricing, please provide a basis of estimate such as the number of applicants, number of small-projects, and number and total dollar value of small-project payments estimated in each contract year.	The approximate number of applicants is 1,386, with 3,500 small projects. The State cannot determine the yearly payment dollar value at this time.
26	2	II.C	To what extent are the small-project Project Worksheets (PWs) and other supporting documentation (e.g. photos, receipts) available electronically? If available electronically, will the Contractor be provided with system access to obtain these documents?	All project documents are available electronically and the State will provide access for Contractors that receive task orders
27	2	II.D	Task D is to be performed 'as necessary'. Is a cost estimate for Task D required as part of the Cost Quote (Attachment 2)? If so, please provide assumptions related to anticipated hours by labor category; or workload (e.g. number, type and size of PWs that would be supported and number of sub-grantee integrity monitors to which we'd liaison) so that respondents are using the same basis of estimate for the cost	Yes, a cost estimate is required for Task D. The bidder will have to make this determination since anticipated hours will vary by applicant, area of the state, amount, and dollar value of PW, and the number of personnel

			quote.	assigned to the task.
28	2	II.D	<p>Is the <i>OEM grant management procedures document</i> listed as a deliverable the 'workflow document' cited in Task B?</p> <p>If not, what is the OEM grant management procedures deliverable and when is it due?</p>	Yes
29	2	II.D, E	<p>Is it a correct assumption that Task D and E could apply to projects of any size, not just small-projects?</p>	Yes
30	2	II.E	<p>Task E is to 'Provide ongoing guidance and problem resolution to support account reconciliations necessary to control and report on existing Project Worksheet accounts, applicant balances, system interfaces, and other issues related to payment processing and reporting.'</p> <p>Is a cost estimate for Task E required as part of the Cost Quote (Attachment 2)?</p> <p>If so, please provide assumptions related to anticipated hours by labor category; or workload (e.g. number, type and size of PW accounts requiring account reconciliation support) so that respondents are using the same basis of estimate for the cost quote.</p>	<p>Yes.</p> <p>Anticipated hours will vary by applicant, area of the state, amount, and dollar value of PW, and the number of personnel assigned to the project.</p>
31	2	II-D	<p>Approximately how many payments are processed on a daily/weekly/monthly basis?</p>	<p>34 payments per day; 170 payments per week; 680 payments per month</p>
32	2	III, B	<p>We understand that all tasks other than Task B will be ongoing, but the second bullet under Deliverable A describes this as being "determined by the State from time to time as work is assigned." Our question here is related to the expected pace of this ongoing work. Do you expect a steady pace of monitoring and review work, or will the selected contractor need to stand ready until specific tasks are assigned, with workload coming concurrently or serially on an ad hoc basis?</p>	<p>The State cannot prospectively answer this question.</p>

33	2	III., A.	Given that Task B must be completed within 60 days of letter of engagement and all other tasks are ongoing, what will be the initial term of the engagement?	Approximately two (2) years.
34	2	Scope of Work	Provide ongoing quality assurance/quality control reviews and assessment by taking an appropriate sample of the payments; and determine if each payment was disbursed consistent with applicable FEMA 'small project validation' directives. Will the winning vendor be the only entity sampling and testing?	Yes
35	2	Scope of Work – Item B	Please clarify what is meant by a workflow document? Is this a process workflow or a functional requirements document or both? Is the State looking for the vendor to produce this document in any particular format?	The Contractor issued a task Order under this Engagement Query shall produce a process and functional document, or Standard Operational Procedure. Format will be determined at kickoff meeting.
36	2	Section II Subsection C	What is the primary work location? Is testing centralized to OEM's offices or is testing to be conducted at the field locations of sub grantees?	The State expects the primary work to take place in multiple field locations.
37	3	VI. Proposal Content	Does the State anticipate travel under this Engagement? If so, to what location or locations and on what schedule?	Refer to previous question
38	2	Section II.C	What is the percentage of these estimated small project payments that have completed validation and been paid? What percentage has requested validation but not yet received validation or payment?	No Small Projects have been validated.
39	2	Section II.D	What is the extent of the integrity monitors' required duties regarding monitoring small project processes?	Please see Engagement Query.
40	2	Section II.E	Are these new processes for OEM? If so, are they fully functional and fully tested in a live environment?	These are not new processes, however, disasters are not common in NJ.
41	2	Section II.E	Have these processes been subjected to an independent internal control review? If so, what was the outcome of that review?	No

42	2	Section II.E	Have these processes required ongoing guidance and problem resolution in the immediate past? If so, who provided this service and how many weekly man-hours does it entail?	These services have not been provided in the past.
43	2	Section III Subsection B	Is there a specific format for the requested deliverables?	The format will be discussed at the kickoff meeting.
44	2	SOW	Will our staff have unlimited access and the ability to ask follow-ups during the course of the engagement?	Yes, the State will see that the Contractors issued the Task Orders are equipped with the information they need.
45	2	SOW	Where are the files located? Can you provide the depth and breadth, regarding the amount of data available to review? (Number of files, electronic vs. hard copy?)	NJEMGrants.org , a web-based Public Assistance tool
46	2	SOW	What is the total dollar amount of this contract?	The total dollar amount for this engagement will be determined through the competitive bidding process of this engagement query.
47	2	SOW	Have the sub grantees presently received and expended the awards?	Some have; some have not
48	2	SOW	Does the contract go through the close-out of the grant?	Yes
49	2	SOW	When will the contract be awarded?	As soon as possible.
50	2	SOW-D.	Will this present a conflict of interest and preclude the selected vendor from pursuing future engagements at the sub-grantee level?	The State does not anticipate that a Contractor's participation in this Engagement Query will preclude participation in future engagements.
51	3	IV	There is a notation for the purposes of this engagement, the Contractor's indemnification obligation shall be limited in the aggregate to 500% of the value of the contract. Can you provide an answer as to what type of act or what would constitute a situation which would be subject to the 500%	Please review RFP Section 5.17.1 Indemnification. The State will not provide hypothetical examples.

			obligation of a firm as part of the contract?	
52	3	V. CONFLICT FOR FUTURE ENGAGEMENTS	<p>The Department of the Treasury will determine, on a case-by-case basis, if the Contractor engaged pursuant to this Engagement Query will be eligible to receive additional integrity monitoring engagements. If it is determined that award of this engagement presents a conflict of interest for participation in future engagements, the Contractor engaged pursuant to this Engagement Query will be precluded from accepting subsequent Engagement Queries.</p> <p>Can the State make this determination now, based on the facts and scope described, so that Contractors may make an informed bid or no-bid decision that could potentially affect their ability to pursue additional work under their contract.</p>	Please review RFP Section 5.21 Conflict of Interest Clause. The State cannot engage in speculation.
53	3	V. CONFLICT FOR FUTURE ENGAGEMENTS	If the State makes the determination that award of this engagement does preclude the successful Contractor from subsequent Engagement Queries, would that conflict of interest apply only to Pool 2 or also to other Pools that the Contractor may be included in?	Refer to previous question
54	3	VI. Proposal Content	How can we successfully comply with the requirement stated as If the Contractor is unable to bid because of a conflict of interest or scheduling, the Contractor must provide notice to the Department within three (3) business days of the receipt of Engagement Query, if our bid or no-bid decision is based on the responses to the Q&A (specifically if this is going to preclude future Engagement Queries based on a to-be-determined Conflict of Interest)	Please review RFP Section 5.21 Conflict of Interest Clause. Those Contractors in specific Pools should determine from the Engagement Query whether a conflict exists.
55	2	Section III.A	“All other tasks shall be performed on an ongoing basis and within a timeframe determined by the State from time to time as work is assigned.” Are tasks “C”, “D”, and “E” to be performed on an ongoing basis or	The State expects that the tasks are performed on an ongoing basis

			are they to be performed on an assignment basis? If on an assignment basis, what is the estimated number of assignments for each task and the estimated assignment duration?	
56	2	SOW Requirements	What is the duration of this engagement after Task B is delivered. If it is on-going should we also estimate a budget for subsequent years or just year 1?	The State estimates a time frame of two years to complete all Small Project Closeout for DR4086.
57	4	VI.B, VI.C	Element B requests person-hours proposed for each task, sub-task or other work element, by labor category and references Attachment 2 (Cost Quote). Element C requests person-hours and estimated travel and direct costs for the duration of the engagement, and also references Attachment 2 (Cost Quote). Both appear to require a detailed labor and cost estimate. Is it sufficient to submit one labor hour and estimate, which covers both requirements? If not, can the State clarify the difference between what is expected in Element B and Element C?	Element B is the person-hours proposed to complete each task, and Element C refers to travel and other direct costs.
58	4	VI.B, VI.C	What is the contract period? How many contract years should be included in our Cost Quote (Attachment 2)?	The State estimates a time frame of two years to complete all Small Project Closeout for DR4086.
59	Attach. 2	Cost Quote form	This contract was issued via GSA on behalf of NJ. Our company's federal GSA rates automatically increase each year by an approved escalation factor. Will our rates under this contract be subject to the same escalation in tandem with our GSA rates?	The initial procurement vehicle the State used was via GSA. Since this is a State contract, however, Contractors are held to the pricing submitted with their proposals or any lowered prices established through engagement queries.
60	Attach. 2	Cost Quote form	In the event that our rates under this contract are permitted to escalate along with our GSA rates, and the period of performance for this TO extends beyond	Please refer to the previous question.

			that GSA rate change date, is it the customers expectation that an additional table be developed to accommodate both periods? If so, how are the combined totals to be presented within the form provided?	
61	Attach. 2	Cost Quote form	The spreadsheet sent with the engagement query suggests that a distinction will need to be made between grant administration costs (i.e., State costs associated with running overall PA grant program) and direct costs (i.e., costs charged project by project). Does the State anticipate charging contractor costs for this engagement to FEMA project worksheets?	Please refer to section 6.7.2 Bidder's Price Schedule in the RFP.
62	NA	General	Is the company who is awarded this engagement required to have an office in Trenton?	A contractor issued a Task Order under this this engagement is not required to have an office in Trenton, NJ.

Addendum 2: Engagement Query Request for Clarification

OFFICE OF EMERGENCY MANAGEMENT

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

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

Part 1: Additions, deletions, clarifications and modifications to the Questions and Answers

Question	Page #	Engagement Query Section	Question	Answers
29	2	II.D, E	Is it a correct assumption that Task D and E could apply to projects of any size, not just small-projects?	Modified answer: No. Task D and E apply to small projects
61	Attach. 2	Cost Quote form	The spreadsheet sent with the engagement query suggests that a distinction will need to be made between grant administration costs (i.e., State costs associated with running overall PA grant program) and other direct costs (i.e., costs charged project by project). Does the State anticipate charging contractor costs for this engagement to FEMA project worksheets?	Modified answer: Please refer to section 6.7.2 Bidder's Price Schedule in the RFP (contract T2939), and section 6.0 Cost Proposal in of the RFQ (contract G9004).