State of New Jersey
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
PO BOX 230
TRENTON, NJ 08625-0230

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

ANDREW P. SIDAMON-ERISTOFF
State Treasurer
JIGNASA DESAI-MCCLEARY
Director

To: All Interested Bidders

Date: June 19, 2013

Re: RFQ787923S
Program Manager Contractor and Environmental Assessment Field Contractors
For Environmental and Historic Preservation Reviews New Jersey's CDBG-DR Grant Program

Revision to Quote Submission/Due Date:

The submission/due date for this RFQ has been revised to 9:00 a.m. ET on Thursday, June 27, 2013

ADDENDUM #2

The following constitutes Addendum #2 to the above referenced Quotation. This addendum consists of the following:

Answers to Bidder Questions.

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

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

General Question

Q1: *If our team is awarded this contract, does our involvement in the evaluation process preclude us from providing professional services to homeowners for the rehabilitation of their homes? For example, if we provide services under this contract, can we then provides services such as piling stakeout, plot plans and flood certifications to the homeowners?*

A1: A firm awarded a contract resulting from this RFQ would be precluded from providing services to homeowners for the rehabilitation of a home including, but not limited to piling stakeout, plot plans and flood certifications .

RFQ Section 1.2 Page 5

Q2: *Near the middle of the page, the RFQ indicates that "FEMA compliant environmental & historic preservation reviews must also be conducted and compliance demonstrated before DCA can authorize a state-awarded contractor to proceed to construction for FEMA eligible reconstruction/elevation projects…". .*

Will the EAFs be preparing the reviews (with the Program Manager providing oversight) or will another agency prepare and the Program Manager be expected to coordinate with another agency?

A2: FEMA-compliant environmental and historic reviews will be prepared by the EAF Contractors with the Program Manager providing oversight to the EAF Contractors.

Q3: *Please provide further clarification regarding the FEMA review process and expectations of the EAFs and Program Manager in this regard.*

A3: Bidders are referred to the information on the FEMA review process and requirements for EAF Contractors and the Program Manager as set forth within the RFQ Sections including, but not limited to: 1.2, 1.3, 3.1.4, 3.2.2,

3.2.3, 3.2.4, 3.2.5, and 3.2.8. Final acceptance of the EAF Contractor conducted review is determined by FEMA. FEMA will rely on the environmental review record performed by the EAF Contractor to support its statutorily required reviews. If FEMA requires additional levels of review, FEMA will perform the additional reviews.

Q4: *Of the 10,000 – 50,000 estimated reviews, what percentage are FEMA eligible projects?*

A4: The number of FEMA reviews for elevation projects is estimated to be between 1,500 to 2,500 reviews.

RFQ Section 1.2 Page 5

Q5: *Engagement Process indicates that Task Orders for properties requiring environmental reviews will be initiated and performed through specific Task Orders issued and approved by the State Contract Manager and distributed by the Program Manager. Page 16 near bottom of page says that "These professionals will be needed to assist DEP in writing and processing Task Orders…" Page 17 (i) says "Program Manager will develop a process and procedure subject to State Contract Manager approval to distribute Task Orders among EAF contractors." Page 21 (a) states "Prepare Task Orders for State Contract Manager's approval and issuance to EAF contractors to perform environmental reviews."*

Please clarify whether the PM or DEP will be responsible for the development of Task Orders to EAF contractors.

A5: The Task Orders will be developed collaboratively between the State Contract Manager and the Program Manager to achieve efficiency in the assignment of Task Orders. Only the State Contractor Manager has the authority to issue Task Orders.

Q6: *Please clarify whether the PM or DEP will be responsible for the issuance of Task Orders to EAF contractors.*

A6: The State Contract Manager shall issue Task Orders but Task Orders will be distributed to EAF Contractors by the Program Manager through the formal policy approved by the State Contract Manager.

RFQ Section 1.8 Page 10

Q7: *With regard to the referenced RFQ, we request that you consider the following:*

Instead of setting a 25% goal for the use of small business subcontractors, we ask that the State consider setting aside a number of contracts, say 2 out of 10 or 4-5 out of 20, as the case might be, to assure that qualified small, woman-owned, minority-owned businesses like ours have a fair chance to win contracts as a prime contractor.

A7: The State does not agree to this proposed modification.

Q8: *Will the State consider extending the due date by at least 10 business days to allow us to form and/or join teams and be able to prepare proposals that will be responsive to the State's needs?*

A8: The submission/due date for this RFQ has been revised to 9:00 a.m. ET on Thursday, June 27, 2013.

Q9: *To provide sufficient time for editing proposals, would the State be willing to extend the proposal response time to 5:00 PM Thursday, June 20?*

A9: The submission/due date for this RFQ has been revised to 9:00 a.m. ET on Thursday, June 27, 2013.

RFQ Section 3.1 Page 16

Q10: *At the top of page, the RFQ states that Program Manger will: Ensure that the prior work is entered into the DEP developed Environmental Review Management System (ERMS) and that those reviews entered into the ERMS are incorporated into the Information Management System to be developed by the Program Manager.*

Please provide the fields of information being collected in the ERMS?

A10: The data fields are still under final development. Basic data to be collected will be application specific to initiate an environmental review record and provide for tracking of the application. Basic fields shall include the following:

1) **Agency Name;**
2) **CDBG-DR Program/Project;**
3) **HMGP;**
4) **Application ID Number;**
5) **National Objective Description/Number;**
6) **HUD Grant Number;**
7) **Applicant's Name;**
8) **Property Location :**
   - **Address;**
   - **Municipality;**
   - **County;**
   - **Block;**
   - **Lot;**
9) **Detailed project description:**
   - **Is the structure substantially damaged?**
   - **Does this property include rehabilitation, reconstruction, elevation, mitigation or a combination of the above?**
   - **Will the new structure stay within the footprint of the existing structure?**
10) **Activity tracking information such as date assigned to DEP; to PM; to EAF contractor, completion date, etc.**

Additional required fields to be captured will also be specific to the determined level of environmental review such as: exempt, CENST, CEST, EA and EIS. It is also anticipated that data fields will include all fields within the Tier 2 checklist and the fields within the HUD 24 CFR Part 58.5 Statutory checklist.

The above are examples of the required fields but do not fully represent the data fields that may be required.

RFQ Section 3.1.4 Page 22

Q11: *Section 3.1.4 (g) indicates that the contractor shall review environmental assessment reports prepared by applicants and/or developers for larger scale redevelopment or MF projects which require developer-prepared environmental info as part of the application.*

Which programs would this situation apply to?

A11: This may apply to the EDA small business programs, or the Neighborhood Enhancement Program where eligible non-profit entities, or other developers have completed environmental assessments to support their funding applications.

Q12: *Have the application documents been prepared to ensure the appropriate information is requested/required of applicants? If yes, please provide a copy of the application template.*

A12: DEP is in the process of finalizing the Environmental Review application form.

RFQ Section 3.1.12 Pages 28-29

Q13: *To help us plan for documentation retention, can the State please provide a copy of DEP's documentation retention policy and describe any related systems?*

A13: The States Policy is located at: http://www.nj.gov/state/darm/pdf/g100000.pdf . The NJDEP's current schedules are located at: http://dep-inet2.dep.state.nj.us/opra/records_retention_schedules.asp.

RFQ Section 4.1.3 Page 43

Q14: *Note to Bidders Competing for an EAF Contract. There is a paragraph followed by a table and two additional paragraphs. Are the paragraphs following the table instructions for teams bidding on the EAF Contract? The Program Management Contract? Or both?*

A14: All information presented within this section after the "NOTE to Bidders Competing for an EAF Contract" is only for firms competing to become an EAF Contractor.

RFQ Section 4.1.8 Page 44

Q15: *Given the short turn-around time for responding to this bid, would the State consider limiting the number of references required for each resume (typically two) as opposed to requiring them for each contract included on the resume?*

A15: The State does not agree to this proposed modification.

RFQ Section 5.9.3 Page 53

Q16: *The re-procurement cost is now uncapped. Is the State willing to consider capping the re-procurement costs at the value of the agreement? If yes, suggested language to be added to the end of the section: "In any event the total liability of the defaulting contractor will not exceed the contract value."*

A16: The State does not agree to this proposed modification.

RFQ Section 5.9.4 Page 54

Q17: *Program Manager Table; regarding Performance Requirements. The requirement states that the Program Manager is to assist DEP in meeting all obligations under its MOA with DCA. Can the State please provide a copy of the MOA.*

A17: The MOA has not been executed. The MOA between DEP and DCA specifically indicates that the DEP is responsible for the environmental and historic preservation reviews that are required pursuant to HUD. In addition, the MOA discusses how these reviews will be conducted, either by DEP staff or through the use of contractors. The MOA also stipulates that DEP and its contractors are required to comply with all federal mandates. A copy of the executed MOA will be made available to the Program Manager and field contractors during the launch meeting.

RFQ Section 5.9.4 .1 Page 54

Q18: *Would the State consider allowing time for the contractor to correct any violations before assessing performance guarantees? If yes, suggested language to be added to the end of the first paragraph: "The Contractor will have seven working days to correct any violations before the State assesses the performance guarantee."*

A18: DEP agrees to the proposed seven business day period to correct any violations.

RFQ Section 5.11 Page 55

Q19: *Would the State consider a 5%, rather than 10%, retainage from each invoice with the balance being paid at the end of twelve months from the date of the invoice, rather the end of the contract?*

Suggested language, first paragraph of this section: "DEP will retain five percent (5%) of each invoice submitted. Following certification by the State Contract Manager that all services have been performed, the balance of the retainage will be released to the contractor at the end of twelve months from the date of the first invoice.".

A19: The State does not agree to the proposed modifications.

Q20: *Will the Task Orders issued to the Program Manager contain mutually agreed upon qualitative/quantitative performance criteria that govern how the retainage is released?*

A20: The State does not agree to this proposed modification.

RFQ Section 5.13.1 Page 56

Q21: *The indemnity clause may have an unintended impact of limiting the number of bids and therefore limiting competition. Would the State consider reducing the indemnity liability cap from 5x fees to 3x fees?*

A21: The State does not agree to this proposed modification.

RFQ Section 8.0 Page 61

Q22: *Please confirm that the Two-year Chapter 51, EO 117 Vendor Certification and Disclosure of Political Contributions does not need to be provided at the time of the proposal. Rather the document needs to be provided at the time of contract award.*

A22: While this form is requested within a bidder's Quote submission, it is required before a contract may be awarded.

State of New Jersey

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

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

ANDREW P. SIDAMON-ERISTOFF
State Treasurer
JIGNASA DESAI-MCCLEARY
Director

To: All Interested Bidders

Date: June 17, 2013

Re: RFQ787923S
Program Manager Contractor and Environmental Assessment Field Contractors
For Environmental and Historic Preservation Reviews New Jersey's CDBG-DR Grant Program

ADDENDUM #1

The following constitutes Addendum #1 to the above referenced Quotation. This addendum consists of the following:

Revision to Quote Submission/Due Date:

The submission/due date for this RFQ has been revised to 9:00 a.m. ET on Thursday, June 27, 2013

Answers to questions posed by potential bidders will be provided in a separate, forthcoming Addendum.

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFQ. All other instructions, terms and conditions of the RFQ shall remain the same.

Request for
For
Program Manager Contractor
and
Environmental Assessment Field Contractors
for
Environmental and Historic Preservation Reviews
New Jersey's CDBG-DR Grant Program

Issued by the State of New Jersey
Department of the Treasury
Division of Purchase and Property

RFQ787923S

Date Issued: June 12, 2013

Responses Due by 9:00 a.m. Eastern Time on:

Thursday, June 20, 2013

Table of Contents

1.0 PURPOSE AND INTENT 4

1.1 BACKGROUND 4
1.3 ENGAGEMENT PROCESS 7
1.4 QUOTE SUBMISSION 8
1.5 PROPRIETARY AND CONFIDENTIAL INFORMATION 9
1.6 QUESTION AND ANSWER 9
1.7 COST LIABILITY 10

2.0 DEFINITIONS 11

2.1 GENERAL DEFINITIONS 11
2.2 CONTRACT-SPECIFIC DEFINITIONS 12

3.0 SCOPE OF WORK 15

3.1 PROGRAM MANAGER -OVERVIEW 15
3.1.1 START UP - PROGRAM DESIGN, MANAGEMENT, AND BUDGETING 16
3.1.2 ESTABLISHMENT OF IT SYSTEM FOR DATA CAPTURE AND DIGITAL INTEGRATION 18
3.1.3 INFORMATION MANAGEMENT 19
3.1.4 CORE PROGRAM MANAGEMENT OPERATIONS – ENVIRONMENTAL REVIEWS 20
3.1.5 CORE PROGRAM MANAGEMENT OPERATIONS – STATE HISTORIC PRESERVATION OFFICE 24
3.1.6 ADDITIONAL ADMINISTRATIVE PERSONNEL SUPPORT FOR DEP 25
3.1.7 TRAINING OF STAFF 26
3.1.8 QUALITY ASSURANCE/QUALITY CONTROL 26
3.1.9 APPEALS 26
3.1.10 COMPLIANCE AND MONITORING 27
3.1.11 ISSUE TRACKING AND FRAUD, WASTE AND ABUSE COORDINATION 27
3.1.12 DOCUMENT MANAGEMENT AND RECORDS RETENTION 28
3.1.13 ACCOUNTING AND REPORTING 29
3.1.14 REPORTING AND DOCUMENTATION 30
3.1.15 DELIVERABLE MILESTONES AND PERFORMANCE GUARANTEES 30
3.2 EAF CONTRACTOR 31
3.2.1 PROJECT LAUNCH MEETING 31
3.2.2 ENVIRONMENTAL REVIEW PROCESS 31
3.2.3 DESKTOP ASSESSMENTS 31
3.2.4 DEVELOP ENVIRONMENTAL REVIEW RECORD (ERR) 32
3.2.5 COMPLIANCE WITH SECTION 106 REVIEWS 33
3.2.6 COORDINATION FOR PERMITS AND/OR COMPLIANCE RESOLUTION 35
3.2.7 INFORMATION MANAGEMENT 35
3.2.8 FIELD ASSESSMENTS 36
3.2.9 ADDITIONAL LEVELS OF ASSESSMENTS 37
3.2.10 ENVIRONMENTAL INVESTIGATIONS 37
3.2.11 COMPLIANCE WITH STATE AND FEDERAL REQUIREMENTS 37
3.2.12 COMMUNICATIONS 38
3.2.13 REPORTING AND DOCUMENTATION 38
3.2.14 WEEKLY STATUS REPORTS 39
3.2.15 MONTHLY STATUS REPORTS 39
3.2.16 EAF CONTRACTOR PERSONNEL REQUIREMENTS 40
3.2.17 EQUIPMENT REQUIREMENTS 40
3.2.18 DELIVERABLE MILESTONES AND PERFORMANCE GUARANTEES 41

4.0 BIDDER'S QUOTE 41

4.1. TECHNICAL QUOTE 41
4.1.1 COVER PAGE 42
4.1.2 QUOTE LETTER 42
4.1.3 MANAGEMENT OVERVIEW – TAB 1 42
4.1.4 START-UP TEAM – TAB 2 43

4.1.5 CONTRACT MANAGEMENT – TAB 3 43
4.1.6 POTENTIAL CHALLENGES – TAB 4 44
4.1.7 ORGANIZATIONAL SUPPORT AND EXPERIENCE – TAB 5 44
4.1.8 RESUMES – TAB 6 44
4.1.9 EXPERIENCE ON CONTRACTS OF SIMILAR SIZE AND SCOPE – TAB 7 44
4.1.10 ADDITIONAL EXPERIENCE OF BIDDER – TAB 8 45
4.1.11 SUBCONTRACTS – TAB 9 46
4.1.11.1 SUBCONTRACTOR REFERENCES – TAB 10 46
4.1.12 FORMS REQUIRED WITH QUOTE – TAB 11 46
4.2 COST QUOTE PRICE SCHEDULE/SHEET 46

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS 47

5.1 CONTRACT TERM AND EXTENSION OPTION 47
5.2 CONTRACTOR RESPONSIBILITIES 47
5.3 SUBSTITUTION OF STAFF 47
5.4 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S) 47
5.6 SECURITY AND CONFIDENTIALITY 49
5.6.1 DATA CONFIDENTIALITY 49
5.6.2 SECURITY STANDARDS 49
5.6.3 SECURITY PLAN 51
5.7 NEWS RELEASES AND ADVERTISING 52
5.8 LICENSES AND PERMITS 53
5.9 CLAIMS AND REMEDIES 53
5.9.1 CLAIMS 53
5.9.2 REMEDIES 53
5.9.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS 53
5.9.4 PERFORMANCE STANDARDS AND GUARANTEES 53
5.10 LATE DELIVERY 55
5.11 RETAINAGE 55
5.12 ADDITIONAL WORK AND/OR SPECIAL PROJECTS 55
5.13 MODIFICATIONS AND CHANGES TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS 56
5.13.1 INDEMNIFICATION 56
5.13.2 INSURANCE - PROFESSIONAL LIABILITY INSURANCE 56
5.14 PROGRAM EFFICIENCY ASSESSMENT 56

6.0 QUOTE EVALUATION 57

6.1 RIGHT TO WAIVE 57
6.2 DIRECTOR'S RIGHT OF FINAL QUOTE ACCEPTANCE 57
6.3 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES 57
6.4 STATE'S RIGHT TO REQUEST FURTHER INFORMATION 57
6.5 QUOTE EVALUATION COMMITTEE 57
6.6 ORAL PRESENTATION AND/OR CLARIFICATION OF QUOTE 58
6.7 EVALUATION CRITERIA 58
6.7.1 TECHNICAL EVALUATION CRITERIA 58
6.7.2 BIDDER'S COST QUOTE 58
6.7.3 QUOTE DISCREPANCIES 58
6.7.4 EVALUATION OF THE QUOTES 59
6.8 NEGOTIATION AND BEST AND FINAL OFFER (BAFO) 59
6.9 COMPLAINTS 60

7.0 CONTRACT ADMINISTRATION 60

7.1 CONTRACT MANAGER 60
7.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES 60
7.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER 60

8.0 ADDITIONAL REQUIREMENTS 60

1.0 PURPOSE AND INTENT

This Request for Quote (RFQ) is issued by the State of New Jersey, Procurement Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the New Jersey Department of Environmental Protection (DEP). The purpose of this RFQ is to solicit Quotes from interested qualified firms that perform either, or both, of the following two areas of work:

1) Environmental and historic preservation compliance reviews to satisfy compliance with U.S. Housing and Urban Development (HUD) Community Development Block Grants - Disaster Recovery (CDBG-DR) and Federal Emergency Management Agency (FEMA) funded programs (Environmental Assessment Field Contractors a/k/a EAF Contractors); and

2) Program management services of EAF Contractors performing and completing all levels of environmental reviews for HUD funded CDBG-DR programs and Hazard Mitigation Grant Program (HMGP) funded DEP programs, including development of a data collection, tracking, and reporting system and oversight of the work of contractors and DEP contracted staff to complete the tasks in a timely and quality manner (Program Management Contractor a/k/a Program Manager).

The intent of this RFQ is to award a single contract to a bidder to serve as Program Manager and from ten (10) to twenty (20) contracts to bidders to serve as EAF Contractors to perform all levels of the HUD National Environmental Policy Act (NEPA) reviews, FEMA statutory reviews and Section 106 of the National Historic Preservation Act of 1966 (Section 106) reviews for those programs within the Department of Community Affairs' (DCA) Action Plan accessible at the following url: www.state.nj.us/dca/announcements/pdf/CDBG-DisasterRecoveryActionPlan.pdf

While bidders may compete for contract award in either or both of the areas of work, the bidder selected as Program Manager is precluded from a contract award as an EAF Contractor

All firms awarded contracts as EAF Contractors within will initially be under the direction of a State Contract Manager until such time as the firm awarded a contract to serve as Program Manager is fully operational.

Award of contracts will be to those qualified firms whose Quotes, conforming to this RFQ, are most advantageous to the State, price and other factors considered.

The State of NJ Standard Terms and Conditions will 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 this RFQ and should be read in conjunction with them unless the RFQ specifically indicates otherwise.

NOTE: Bidders may submit Quotes for either or both of the two areas of work, but cannot be awarded more than a single contract. Any State or Federal suspension, debarment, or disqualification action against a Contractor, key members of the Contractor's team and any subcontractor to be utilized by contractor will render them ineligible to participate in this program.

1.1 BACKGROUND

HUD allocated the State an initial $1,829,520,000 in CDBG-DR funds to be used to help recover from the federally declared disaster resulting from Superstorm Sandy 2012. The State anticipates additional appropriations to continue the recovery efforts. While CDBG-DR funds for disaster recovery are overseen and managed by the DCA, DEP and the Contractors resulting from this

RFQ will provide the technical expertise to ensure compliance with HUD environmental regulatory requirements.

It is the State's intent to ensure that all work performed pursuant to this RFQ is eligible for HUD CDBG-DR grant and loan funding and FEMA Hazard Mitigation Grant Program, and performed in accordance with HUD, 24 CFR Part 58; Part 55, and FEMA 44 CFR Part 10; 36 CFR Part 800, federal Section 106 applicable laws and regulations, which include, but are not limited to the NEPA environmental review procedures relating to "HUD-CDBG-DR" activities, and FEMA Hazard Mitigation Grant Programs/or other applicable local, state or federal environmental laws.

In order for DCA to commit HUD assistance to a property, NEPA Environmental Reviews must be conducted and compliance demonstrated before DCA can commit funding to that property. To achieve compliance the determined level of Environmental Review for a project must be established in an Environmental Review Record to support an environmental clearance for:

- Release of Funds from HUD to the Responsible Entity; and
- Funding commitment from DCA or it sub-recipients to an applicant.

DCA's Action Plan includes using CDBG-DR projects and/or funds to satisfy all or a portion of the State's FEMA Hazard Mitigation Grant Program non-federal cost share match requirements for individual homeowner reconstruction/elevations and acquisitions. FEMA compliant environmental and Historic Preservation reviews must also be conducted and compliance demonstrated before DCA can authorize a State-awarded contractor to proceed to construction for FEMA eligible reconstruction/elevation projects in order for the reconstruction/elevation projects to be utilized as cost share match.

The Action Plan focuses predominantly on the nine (9) counties most affected by the storm (Atlantic, Bergen, Cape May, Essex, Hudson, Middlesex, Monmouth, Ocean, and Union) and on assisting low-to-moderate-income families. Following HUD approval, more than 26,000 homeowners, more than 5,000 renters and more than 10,000 businesses will be assisted, as well as dozens of local governmental units.

DCA will facilitate the use of FEMA Hazard Mitigation Grant Program funds to eligible property owners to elevate their homes. This will be administered under the Reconstruction, Rehabilitation, Elevation and Mitigation Program (RREM). DCA will direct properties eligible for HMGP funds for elevation to DEP to conduct a FEMA compliant environmental and historic preservation review in an environmental record approved for use by FEMA. The environmental and historic preservation reviews must document how environmental compliance is achieved. The FEMA required reviews will be provided to FEMA to support their Record of Environmental Consideration which is one factor in determining HMGP funding eligibility. FEMA approval of the project must occur before FEMA can award HMGP funds to these property applicants.

All properties seeking assistance under the CDBG-DR funds provided by HUD will require an Environmental Clearance prior to the State being able to commit CDBG-DR funds. Compliance with FEMA's statutory requirements must also be demonstrated before work can commence on a property to be reconstructed/elevated.

While DEP is unable to estimate the exact number of Environmental Reviews and subsequent field investigations that are expected to be tasked under this RFQ, preliminary estimates indicate the need for 10,000 to 50,000 Environmental Reviews, at varying levels, to determine environmental clearance.

DEP has completed a tiered Environmental Assessment document which includes a Tier 1 Programmatic Environmental Assessment (Tier 1) and a Tier 2 Site-Specific Environmental

Assessment (Tier 2) Checklist for the RREM and Small Rental Rehabilitation Program (SRRP) Programs. This document and checklist is accessible at the following url: http://www.nj.gov/dca/divisions/sandyassistance.html.

DEP anticipates that it will have preliminarily screened, through a DEP pilot program, substantially damaged CDBG-DR grant eligible properties in two municipalities through the Tier 2 site-specific checklist developed through the tiered Environmental Assessment. These preliminarily screened properties are being performed randomly and are not associated with a property application from a grant applicant. However, an application may be assigned to the contractor for an environmental review for which the DEP conducted Tier 2 review of that property can be used to satisfy the environmental review for that property application.

Bidders should understand and take into consideration, when developing Quotes, that programs within the Action Plan could be amended and/or increased to serve additional homeowners, renters, businesses and local governmental units.

The following table presents the State's estimation of environmental assessment reviews that may be required, by program title:

1. Neighborhood Enhancement Pilot Program

Agency: DCA
Estimated Quantity: 120-300
Estimated Funding: $30M

Eligible Program Activities: Zero-percent loans to developers to purchase and rehabilitate foreclosed, vacant, or abandoned properties in targeted communities - properties may have seven (7) units or less.

Level of Environmental Review: Full or tiered EA; or Categorically Excluded Subject To (CEST) depending on scale.

2. Fund for Rehabilitation of Small Rental Properties

Agency: DCA
Estimated Quantity: 1,000
Estimated Funding: $70M

Eligible Program Activities: Zero interest forgivable loans to existing and new owners of rental properties with 1 - 25 units requiring significant rehabilitation (must be year-long rental properties).

Level of Environmental Review: Tiered and full EA; Tier 2 site-specific reviews for rehabilitation of 1-4 units.

3. Homeowner Reconstruction, Rehabilitation, Elevation and Mitigation (RREM)

Agency: DCA
Estimated Quantity: 6,000-12,000
Estimated Funding: $600M

Eligible Program Activities: RREM- Reconstruction, Rehabilitation, Elevation and Mitigation of single family homes (FEMA reviews for elevation).

Level of Environmental Review: Tier 2 site-specific reviews.

4. Supportive Services Program

Agency: DCA
Estimated Quantity: Unknown
Estimated Funding: $25M

Eligible Program Activities: Grants for capital funding for group and transitional home development, capital grants for accessibility features (like ramps, rails and elevators), and emergency homeless shelter replacement.

Level of Environmental Review: Full (non-tiered) EA, or CEST for each proposed project (dependent on scale)

5. Direct Loans for Impacted Small Businesses

Agency: EDA
Estimated Quantity: 200
Estimated Funding: $100M

Eligible Program Activities: Direct loans for impacted small businesses.
Level of Environmental Review: Full (non-tiered) EA for each proposed project.

6. Grants/Forgivable Loans to Small Businesses

Agency: EDA
Estimated Quantity: 2,000
Estimated Funding: $300M

Eligible Program Activities: Rehabilitation, new construction, mitigation.

Level of Environmental Review: Full or tiered EA for each proposed project or CEST depending on scale.

7. Neighborhood and Community Revitalization

Agency: EDA
Estimated Quantity: 100
Estimated Funding: $75M

Eligible Program Activities: Public facility improvements (streetscapes, lighting, sidewalks, other physical improvements to commercial areas, property acquisition, demolition, site preparation and infrastructure repair and installation). Assistance to businesses for physical improvements.

Level of Environmental Review: Full (non-tiered) EA, Categorically Excluded Not Subject To (CENST) or CEST for each proposed project (dependent on scale).

1.3 ENGAGEMENT PROCESS

Work for specific tasks for properties requiring environmental reviews will be initiated and performed through specific Task Orders issued and approved by the State Contract Manager and distributed by the Program Manager. One or more Task Orders will be issued for each environmental review to be performed. Multiple properties requiring review may be listed on a single Task Order. All Task Orders will conform to a standardized form and content provided by the State Contract Manager to the Program Manager.

Each Task Order will include information including, but not limited to, the following:

- physical addresses of properties;
- property site descriptions;
- nature and description of grant requests, e.g., scope of rehabilitation, repairs or reconstruction or anticipated scope of activity;
- all previous data collected by the Sub-Recipient's program manager that may be used to assist in the environmental assessment;
- property contact information, i.e., the grant applicant;
- tasks specified including the type and level of assessment to be performed; and
- the time permitted to complete the tasks specified for each environmental review to be performed for each property.

Task Orders will also be issued to EAF Contractors to perform Tier 2 site-specific environmental assessments for grant applications from two municipalities that already have preliminarily screened properties through a DEP pilot program. Task Orders will also be issued to perform Tier 2 site-specific reviews on properties that are within the scope of the Tier 1 environmental assessment for the RREM and Small Rental Rehabilitation Program (SRRP) that have not been preliminarily screened by the DEP.

Task Orders will also be issued for all additional assessment activities subsequent to desktop and initial field assessments in order to ensure an environmental clearance is obtained for a property. The additional Task Order will include the scope of the work to be performed, and any additional data collected by DCA or a Sub-Recipient's Program Manager.

The State Contract Manager will also issue Task Orders when the DEP determines:

- That an amendment to a previously determined level of review is required as a result in a change of activity or a re-evaluation is otherwise required pursuant to 24 CFR 58.47;

- There is a need for specialized studies such as engineering studies, noise evaluations, preliminary assessment/site investigation, Phase 1 or Phase 2 ASTM, or cultural resources studies for surveys for archaeologically or historic properties, and any other such specialized studies as determined; and

- Statutory reviews are required for compliance with FEMA 44 CFR Part 10 for homeowner elevation activities under the Hazard Mitigation Grant Program (HMGP); or other HMGP Programs that may be developed in coordination with the DCA.

1.4 QUOTE SUBMISSION

Quotes are to be submitted through the GSA eBuy site pursuant to State law that authorizes the Director of DPP to "promulgate the Federal Supply Schedules of the Federal General Services Administration" RFQ process by **9:00 a.m. Eastern Time Thursday, June 20, 2013**.
Qualified GSA bidders may also submit Quotes via email to:

Judson Cross
judson.cross@treas.state.nj.us

or via first class mail to:

Department of the Treasury
Division of Purchase and Property

9th Floor 33 West State Street
Trenton, NJ 08625

Bidders are to include the RFQ # on the outside of each package sent in via first class mail. Subsequent to response submission, all information submitted by bidders in response to the solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. Because the State proposes to negotiate and/or pursue a Best and Final Offer, Quotes will not be made public until the contract award is approved by the Treasurer's office.

1.5 PROPRIETARY AND CONFIDENTIAL INFORMATION

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

1.6 QUESTION AND ANSWER

The Procurement Bureau will accept questions electronically, pertaining to this RFQ, until **1:00 p.m. Eastern Time, Friday, June 14, 2013**. Questions shall be directed via email to:

Judson Cross
judson.cross@treas.state.nj.us

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

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

In the event that it becomes necessary to clarify or revise this RFQ, such clarification or revision will be by addendum. Any addendum to this RFQ will become part of this RFQ and part of any contract awarded as a result of this RFQ.

ALL RFQ ADDENDA WILL BE ISSUED ON THE GSA eBUY WEBSITE.

There are no designated dates for release of addenda. Therefore interested bidders should check the GSA eBuy website on a frequent basis from time of RFQ issuance through Quote opening.

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.

1.7 COST LIABILITY

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

1.8 SMALL BUSINESS SUBCONTRACTING SET-ASIDE CONTRACTS

The Division strongly encourages the use of local subcontractors and has set a 25% goal for the use of subcontractors that are registered with the N.J. Division of Revenue as Small Business Enterprises (SBE). Contractors may search for registered SBEs at: https://www6.state.nj.us/CEG_SAVI/jsps/vendorSearch.jsp

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

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

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

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

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

1.9 JOINT VENTURE

If a joint venture is submitting a Quote, the agreement between the parties relating to such joint venture should be submitted with the joint venture's Quote. Authorized signatories from each party comprising the joint venture must sign the Quote. A separate Ownership Disclosure Form, Disclosure of Investigations Action Involving Bidder, Disclosure of Investment Activities in Iran, Affirmative Action Employee Information Report and the Conflicts Certification described in

Section 4.1.12.2 must be supplied for each party to a joint venture. NOTE: Each party comprising the joint venture must also possess a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions will be part of any contract awarded or order placed as result of this RFQ.

Addendum – Written clarification or revision to this RFQ issued by the Division of Purchase and Property.

Amendment – A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Director, Division of Purchase and Property.

Bidder – An individual or business entity submitting a Quote in response to this RFQ.

Contract – This RFQ, all addendum to this RFQ, and the winning bidder's Quote, all clarification and BAFO correspondence and the State's Standard Terms and Conditions.

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

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

Division – The Division of Purchase and Property.

Evaluation Committee – A committee established by the Director to review and evaluate Quotes submitted in response to this RFQ and to recommend a 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. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.

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

May, Should, Can, – Denotes that which is permissible, not mandatory.

Project – The undertaking or services that are the subject of this RFQ.

Request for Quotation (RFQ) – This document which establishes the bidding and contract requirements and solicits Quotes to meet the purchase needs of the using Agencies as identified herein.

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

Should – Denotes that which is 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, Small Business 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 of the three following categories: (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).

State – State of New Jersey.

State Contract Manager – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work, as set forth in Sections 7.1, 7.1.1 and 7.1.2.

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

Subcontractor – An entity having an arrangement with a State contractor, where by the State contractor uses the products and/or services of that entity to fulfill some of its obligations under its State contract, while retaining full responsibility for the performance of all of its [the contractor's] obligations under the contract, including payment to the subcontractor. The subcontractor has no legal relationship with the State, only with the contractor.

Task – A discrete unit of work to be performed.

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

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

2.2 CONTRACT-SPECIFIC DEFINITIONS

Area of Potential Effects (APE) – The geographic area or areas within which an undertaking may directly or indirectly cause alterations in the character or use of historic properties, if any such properties exist. The area of potential effects is influenced by the scale and nature of an undertaking and may be different for different kinds of effects caused by the undertaking.

CEST – Categorically Excluded Subject to 24 CFR Part 58.5 which is a HUD classified level of environmental review as defined under 24 CFR 58.35 (a).

CENST – Categorical Exclusion Not Subject to the requirements of 24 CFR 58.5 which is a HUD classified level of environmental review as defined under 24 CFR Part 58.35(b)

Community Development Block Grants - Disaster Recovery (CDBG-DR) – A federal program that provides communities with funding resources to address a wide range of unique community development needs.

DCA – New Jersey Department of Community Affairs.

DEP – New Jersey Department of Environmental Protection.

DRGR – Disaster Recovery Grants Reporting accounting system specific to HUD appropriated funds for the CBDG-DR Programs within the DCA Action Plan.

Environmental Assessment – The NEPA analysis of a project to determine if there is an impact to human health or the environment. An environmental assessment can be "tiered" into two levels of analysis. The Tier 1 is a broad-level review that can occur before the exact locations of the HUD funded projects are known if the geographic area where the project will occur is known. The Tier 2 is a site-specific environmental review that occurs once the property address and the project activities are known.

Environmental Assessment Field Contractor (EAF Contractor) – Contractors performing the HUD and FEMA NEPA environmental reviews through desktop assessments, field assessments; and additional level of assessments and other tasks, as defined in Section 3.2, to develop the environmental review record.

Environmental Clearance – An individual property that has been cleared pursuant to the findings of the environmental assessment conducted by the EAF Contractors and federal funds may be invested, subject to any requirements.

Environmental Preparer – The EAF Contractors' designated representative to certify the findings of determination of the ERR.

Environmental Review – The examination of a project relative to the National Environmental Policy Act of 1969 (NEPA) and its related laws.

Environmental Review Management System (ERMS) The temporary database developed by the DEP to assign reviews to the EAF contractors and the system where the EAF contractors will store the environmental review records.

Environmental Review Process – All of the actions that a responsible entity must take to determine compliance with 24 CFR 58.1 Subpart D – Environmental Review Process: Documentation, Range of Activities, Project Aggregation and Classification.

Environmental Review Record (ERR) – Written record of review, decision making, and action as required by 24 CFR 58.28. This includes the required DEP approved forms and other required documentation.

FEMA – Federal Emergency Management Agency.

FONSI- Finding of No Significant Impact is a determination that must be made by the Responsible Entity for projects that require an Environmental Assessment Review

GSA – United States General Services Administration.

Historic Property – Any building, structure, site, object, or historic district that is listed or eligible for listing on the National Register of Historic Places.

HMGP – means FEMA's Hazard Mitigation Grant Program.

HUD – United States Department of Housing and Urban Development.

Loaded Hourly Rate (Hourly Rate) – The direct hourly labor rate along with appropriate load factors, inclusive of profit or fee and contract access fee. Other

load factors include overhead, fringe, and general & administrative (G&A) costs.

NEPA – National Environmental Policy Act of 1969; an environmental law that establishes a national policy promoting the enhancement of the environment and mandates consideration of the environmental effects of federal government agency decision-making.

NOI-RROF – Notice of Intent to Request Release of Funds – a public notice that is completed for projects that require a CEST or Environmental Assessment Review

Program Manager – Contractor performing administrative and technical assistance to DEP and the SHPO to manage and analyze the volume of work and provide overall guidance and administration of the work required through this RFQ.

Programmatic Agreement – Agreement among FEMA, New Jersey State Historic Preservation Officer (SHPO), the New Jersey State Office of Emergency Management, and the Advisory Council on Historic Preservation, the absentee Shawnee Tribe of Indians of Oklahoma, the Delaware Nation, the Delaware Tribe of Indians, the Shawnee Tribe of Oklahoma, and the Stockbridge Munsee Band of Mohicans and DCA on the protocols to be followed for Section 106 consultations.

Reconstruction, Rehabilitation, Elevation and Mitigation (RREM) – A funding program to help homeowners repair their primary residence damaged by Superstorm Sandy.
The program is designed for the homeowner to work with a prequalified contractor selected to undertake the construction.

Record of Environmental Consideration – The official document format used by FEMA to capture their environmental review.

Responsible Entity – Department of Community Affairs. The responsible entity assumes responsibility for environmental review, decision-making, and action that would otherwise apply to HUD under NEPA and other provisions of law that further the purposes of NEPA as specified in 24 CFR Part 58.5.

RROF/Certification – Request for Release of Funds/Certification Form that is completed for projects that require a CEST or Environmental Assessment Review

Section 106 – Section 106 of the National Historic Preservation Act of 1966.

Small Rental Rehabilitation Program (SRRP) – A funding program to help to eligible owners of rental property, from 1 to 25 units, repair, reconstruct, and elevate rental property damaged by Superstorm Sandy.

SHPO – New Jersey State Historic Preservation Office. The SHPO is responsible for the administration of the national historic preservation program at the State level

Sub-Recipient – Any Agency or their contractor's or agents that will carry out programs that will interact with DEP or its contractors in securing environmental compliance support from DEP.

Task Order – Order issued directly by the State Contract Manager and/or distributed through the Program Manager to EAF Contractors to activate resources to begin specific Environmental Review tasks or investigations.

3.0 SCOPE OF WORK

The Program Manager and EAF Contractors and all subcontractors shall be subject to CDBG-DR requirements including, but not limited to, the following:

- Conflict of Interest (24 CFR §570.611, 24 CFR §85.36 and 24 CFR §84.42);
- Hatch Act and Item 5 (24 CFR §570.207, Hatch Act of 1939);
- Drug-free workplace (24 CFR, Part 24, Subpart F and the Drug-Free Workplace Act);
- Financial management and procurement – Debarment and Suspension (Executive Orders 12549 and 12689, 24 CFR part 24);
- Title VI of the Civil Rights Act of 1964 and as amended in 1988 (U.S.C. §200d et seq., 24 CFR Part1);
- Section 504 and 508 of the Rehabilitation Act of 1973;
- Section 109 of Title I of the Housing and Community Development Act of 1974 (24 CFR Part §570.602);
- Section 104(b)(2) of the Housing Community Development Act of 1974;
- Age Discrimination Act of 1975 (42 U.S.C. Sections 6101-6107);
- Title II of the Americans with Disabilities Act of 1990;
- Small Business Act (15 U.S.C. 632);
- Section 3, Housing and Urban Development Act of 1968 (24 CFR 135);
- Executive Orders 11246, 11375;
- Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity; and
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations.

In addition, the Program Manager and EAF Contractors shall ensure implementation of Section 106 review protocols established in the Programmatic Agreement among the Federal Emergency Management Agency (FEMA), the New Jersey State Historic Preservation Office (SHPO) between SHPO, FEMA, Advisory Council on Historic Preservation, and DCA or any sub recipient agencies that have signed as parties to the Agreement to determine if there is an adverse effect on historic properties. The Programmatic Agreement is included as Exhibit A. EAF Contractors shall identify the required appropriate steps to evaluate the significance of the effect, including eligibility determination for listing on the State and National Register of Historic Places, developing a scope of work in consultation with the SHPO, and the DCA or sub-recipients' designated Program Manager or Construction Manager, consultation with the SHPO and any required studies and surveys

RFQ Sections 3.1 through 3.1.15 are for Program Manager Only.

3.1 PROGRAM MANAGER -OVERVIEW

The Program Manager shall work with the State Contract Manager to oversee all operations and services performed by the EAF Contractors and the Program Manager personnel that have been assigned to work under DEP direction on historic preservation reviews and in other DEP programs as needed for DEP to fulfill its environmental and historic preservation reviews for those programs specified within the DCA Action Plan.

The Program Manager shall:

a) Develop a program design and administrative procedures for oversight of EAF Contractors;

b) Be responsible for the subsequent implementation of the overall Environmental and Historic Preservation Review Program for the CDBG-DR;
c) Be responsible for ensuring any environmental reviews completed prior to the engagement of the Program Manager by the State have been conducted and documented in accordance with 24 CFR Part 58, 24 CFR Part 55, 36 CFR Part 800 and 44 CFR Part 10, and all other federal and state laws; and
d) Ensure that the prior work is entered into the DEP developed Environmental Review Management System (ERMS) and that those reviews entered into the ERMS are incorporated into the Information Management System to be developed by the Program Manager.

Specifically, the Program Manager shall (1) operationalize the program policies into a detailed set of administrative procedures and then (2) implement the program components.

The Program Manager must ensure that it and all EAF Contractors perform environmental reviews and historic preservation activities of the programs in a manner that is technically complete, follows federal and State requirements and guidelines, and are completed in an expeditious manner.

The Program Manager shall indicate whether it intends to perform the tasks itself or through a subcontractor.

The Program Manager shall be directly responsible for ensuring the accuracy, timeliness and completion of all tasks assigned under this Contract. The services presented below (Sections 3.1.1 to 3.1.14) are based upon circumstances existing at the time the RFQ was prepared.

3.1.1 START UP - PROGRAM DESIGN, MANAGEMENT, AND BUDGETING

The Program Manager will be required to conduct activities for start up while beginning to operationalize the Task Order and data development process. It is anticipated that there may be a back log of requests for Tier 2 assessments associated with the RREM and SRRP. Therefore, the Program Manager shall provide the following personnel for use by DEP within five (5) business days of contract award:

- One (1) Project Manager;
- Two (2) Assistant Project Managers;
- One (1) Information Technology Manager; and
- One (1) Database Manager.

These professionals will be needed to assist DEP in writing and processing Task Orders, managing initial volume of requests, assisting in the development of the policy for assigning EAF Contractors so that the State Contract Manager can immediately assign environmental and historic preservation reviews to EAF Contractors, and to assist DEP in reviewing submitted environmental review record and preparation of the environmental review records for the Responsible Entity's signature.

Within 30 calendar days of contract award the Program Manager shall conduct all start up activities and assume program management services of the environmental and historic preservation review program including, but not limited to, the following:

a) Participate in Project Launch meeting of the EAF Contractors within three (3) calendar days of contract award;

b) Establish an office in or near Trenton and begin work on site in the Program's Manager's Trenton office site within 15 calendar days of contract signing;

c) Within five (5) calendar days of contract award, have five (5) representatives temporarily on-site in DEP offices to assist the State Contract Manager with the development of Task Orders and the development of procedures for an equitable tasking of environmental review assignments to EAF Contractors, and any and all other assistance as required;

d) Conduct an initial assessment of the time frames outlined by the EAF Contractors in their bid Quote to complete environmental reviews and provide a report to the State Contract Manager on whether the time frames are adequate;

e) Conduct an assessment of the environmental clearance review work completed to date by DEP staff, EAF Contractors, FEMA or any other staff to ensure completeness and accuracy to maintain funding compliance;

f) Participate in interagency meetings with the State Contractor Manager, federal and state agencies, DCA and its Sub-Recipients to assess current program status and develop ways to manage environmental reviews, communications and assess forward-looking volume;

g) Within 10 calendar days of contract award, present a revised Quote for initial staffing including organizational chart to address current program status and complete start up activities. This initial staffing is to support the State Contract Manager in the interim period between the contract award and the required 30-day start up as required above. The organizational chart should tie Program Management personnel to DEP administrative support or SHPO staff roles and identify clear approval authorities of the Program Manager and EAF Contractors for the State Contract Manager to issue: Task Orders, Requests for Release of Funds, and issuance of environmental clearances for properties including preliminary or final required mitigation determinations or other formal determinations as required;

h) Create standardized forms and operational processes and procedures that the Program Manager will follow when interacting with DEP, SHPO, and EAF Contractors, and Sub-recipients and their contractors;

i) Program Manager will develop a process and procedure subject to State Contract Manager approval to distribute Task Orders among EAF Contractors. The final process shall be designed to balance the Task Orders among the selected EAF Contractors. It should prioritize initial distribution to the highest technically-scored scored EAF Contractors, take into account EAF Contractor size and capacity as indicated in respective Quotes, have a rotational aspect to the distribution and, once quality and timing of delivery can be assessed, should prioritize those EAF Contractors that are the most responsive to the needs of the State;

j) Create projected budget and cash flow for a two-year period to support all Environmental and Historic Preservation Reviews requiring DEP's administration of programs within the DCA Action Plan Programs; and

k) Complete a detailed review of the entire scope of potential Environmental and Historic Preservation Reviews procedures that may be needed and draft or update the Task Order form to accomplish those tasks for review and approval by the State Contract Manager.

3.1.2 ESTABLISHMENT OF IT SYSTEM FOR DATA CAPTURE AND DIGITAL INTEGRATION

Within 30 calendar days from contract award, the Program Manager shall establish an IT system that can capture all appropriate data relevant to the Environmental and Historic Reviews under the CDBG-DR Action Plan and to store all data electronically for future use and access by HUD, FEMA, the State or any other sub-recipient or agency. The IT System shall be designed, developed and implemented with capabilities, including, but not limited to the following:

a) Data system with user identification and authentication, modules for property identification and property-specific detail data that can be spatially enabled, applicant/contact management, task-based workflow and work assignment, project/review-specific detail data, review checklists, attachment/photo upload and all necessary documentation including property-specific mitigation steps needed;

b) Web based user interface for authenticated login, workflow assignment tracking and updating, data entry, attachment/photo upload, and user access to all modules necessary to conduct, approve and document the results and final outcomes of each Environmental Review Record;

c) Provide an interface to export the data for each Environmental Review Record into XML, or other mutually agreed upon technology, and all related uploaded attachments into other State identified database systems that have been developed to track the CDBG-DR workflow. This includes coordination with the administrators of the other State systems and FEMA to develop the necessary schema mapping necessary to maintain data integrity and integration within the receiving system;

d) Provide an interface to import workflow and assignment tasks, detailed data, related attachments, property location/coordinates, and other related data for each Environmental Review Record via XML, or other mutually agreeable technology, from the State system(s) into the vendor provided system;

e) Ensure compatibility with DCA contractor's Housing programs MIS system which is being developed during the start-up period by participating in discussions with DCA's housing contractors during their development of their MIS system;

f) Have no less than daily upload of assignments, clearances, and final environmental review records for individual properties;

g) Ensure the vendor-developed system has the capability to provide reports, create reporting dashboards, and provide other required information necessary to track individual and overall project status in a form and substance acceptable to DEP;

h) Ensure that data retrieval for all environmental review documents assigned to a specific address can be conducted with a minimum search capability. Search functionality must allow inquiries by address, program name, Sub-Recipient, and if applicable, applicant name, co-applicant name or Program Application ID; and

i) Coordinate with DCA, DCA's contractors, and any Sub-Recipient's contractors to ensure compatibility with their information management systems and data sharing protocols; and

j) Develop a disaster recovery plan to prevent destruction of the IT infrastructure (servers, electronic storage, web systems, etc.), data, images/content, and all other electronic files from natural disasters, flood, fire, viruses, electronic malfunctions, sabotage, or theft.

k) Ensure that the IT system is designed to meet the security standards as defined in Section 5.6.2.

The Program Manager must train all relevant DEP staff, EAF Contractors, and any other Sub-Recipient's representatives who will need to utilize the system.

Within 15 calendar days after establishment of its developed information system, the Program Manager must incorporate all pre-existing data created by DEP and/or by EAF Contractors into the approved Information System. EAF Contractors will initially be required to store the data temporarily on the DEP developed ERMS until the centralized IT system is established. The Program Manager must download that data into its information system and all data is thenceforth must be kept in Program Manager's system.

3.1.3 INFORMATION MANAGEMENT

The IT system developed by the Program Manager for which EAF Contractors are responsible for inputting and supplying all data and electronic attachments needed to fully capture all approved workflow, review and decision documentation, supplemental documentation, reporting and other State and Federal system integration needs must be able to interface with other State systems being developed that will support environmental review determination data. The State shall have "real time" access to all program data through web-based tools, management and reporting systems. The Program Manager shall comply with the following regarding the system they are developing and implementing for use by the EAF contractors:

a) Any data systems, information and content management systems, or web systems or services proposed by the Program Manager to be modified or developed as part of this RFQ shall be submitted to the State Contract Manager for review and approval prior to beginning system development, modification or implementation. Any system developed, modified or implemented by the Program Manager shall comply with the following standards:

    1) Systems shall be designed, developed and implemented in a manner that captures, stores and manages Personally Identifiable Information (PII) data complying with all standards and requirements specified by the State Contract Manager and the New Jersey Office of Information Technology (NJOIT);

    2) Systems shall be designed, developed and implemented using data capture, storage, structure and management strategies and systems shall follow best practices and comply with all standards and requirements specified by the State Contract Manager and NJOIT;

    3) Systems shall be designed, developed and implemented using hardware, operating systems and infrastructure complying with best practices and all standards and requirements specified by the State Contract Manager and NJOIT;

    4) Systems shall be designed, developed and implemented to incorporate user identification and authentication and system security procedures best practices complying with all standards and requirements specified by the State Contract Manager and NJOIT;

5) Systems shall be designed, developed and implemented using infrastructure, operating platforms and access/communication procedures complying with all standards and requirements specified by the State Contract Manager and NJOIT;

6) Systems shall be designed, developed and implemented using web based processes and services complying with all standards and requirements specified by the State Contract Manager and NJOIT;

7) Systems shall be designed, developed and implemented to incorporate workflow processes and workflow capture modules complying with all standards and requirements specified by the State Contract Manager and NJOIT; and

8) Systems shall be designed, developed and implemented in a manner that facilitates their ability to integrate and/or interface with other State Contract Manager, NJOIT, State or Federal data, web, reporting or content management systems using strategies complying with all standards and requirements specified by the State Contract Manager and NJOIT.

b) DEP shall maintain exclusive ownership of, and have unlimited access to, all documents, information, data and content received, generated or derived as part of this RFQ. The Program Manager shall supply the State Contract Manager with all such documents, information, data and content at a schedule and in a format specified by the State Contract Manager at mutually agreeable time periods by providing periodic exports of data into DEP systems. Any off-site hosting options proposed by the contractor shall be submitted to the State Contract Manager for review and approval prior to design, development or implementation;

c) All spatial data acquisition, development, and output shall follow DEP's published Digital Data Standards and shall be in a format that is compatible for import into and use of this data within the DEP and NJOIT GIS systems;

d) All data and information received, generated or derived as part of this RFQ shall be captured and managed in a manner that allows for development of electronic reports of this data/information using electronic reporting tools specified by the State Contract Manager and NJOIT; and

e) Any and all documents, data, information and/or content specified in this RFQ that is required to be submitted to the State Contract Manager electronically shall be submitted using submission processes and procedures specified by the State Contract Manager in a format approved by the State Contract Manager.

3.1.4 CORE PROGRAM MANAGEMENT OPERATIONS – ENVIRONMENTAL REVIEWS

Upon completing the start-up procedures and securing approval from the State Contract Manager, the Program Manager shall assume the role as the primary point of contact for Sub-Recipients, their contractors implementing programs, EAF Contractors, and DEP staff. The Program Manager shall raise policy decisions to the State Contract Manager for review and approval. If

approvals require changes to the work flow and/or the IT system, the Program Manager shall make those changes accordingly.

Throughout the Environmental Review process for programs under the HUD CDBG-DR Action plan, the Program Manager shall take primary responsibility for management, reporting, consultation, compliance, quality assurance, audit, accounting, and reporting within DEP and between the State Contract Manager and consultation with State and federal agencies as required.

The Program Manager shall manage all data associated with the project including integration and electronic communication with all relevant State and federal databases that need to access the environmental data.

Under the direct supervision of the State Contract Manager, the Program Manager shall conduct the following tasks:

a) Prepare Task Orders for the State Contract Manager's approval and issuance to EAF Contractors to perform environmental reviews;

b) Review the level of environmental review in accordance with 24 CFR Part 58.30 (HUD) and 44 CFR Part 10 (FEMA) determined by the State Contract Manager, then distribute State-issued Task Orders to EAF Contractors or DEP staff for completion within a set time frame. Each Task Order will include the funding program (e.g. RREM, SSHP, etc) specific property information and project information to accomplish the work including property site descriptions, physical addresses, and a description of the grant requests (e.g., scope of rehabilitation, repairs or reconstruction, or anticipated scope of activity), any previous data collected by the Sub-Recipient that can be used to assist in the environmental assessment, and the property contact information such as the Applicant's name and telephone number. Reviews may be desktop assessments or field assessments;

c) The Program Manager shall determine the appropriate level of environmental review as classified under:

    1) 24 CFR 58.34 Exempt activities;

    2) 24 CFR 58.35 (a) Categorical Exclusion Subject to 58.5 (CEST);

    3) 24 CFR 58.35 (b) Categorical Exclusion Not Subject to 58.5 (CENST);

        i. 58.36 Environmental Assessment for all properties not classified under 24 CFR 58.34, 58.35(b), or 58.35(a); or

    4) 24 CFR 58.37 Environmental Impact Statement:

d) The Program Manager shall prepare Task Orders for the State Contract Manager to issue and then the Program Manager shall disseminate the State-issued Task Orders to the EAF Contractors to perform the various steps within the environmental review process to establish the environmental review record: desktop assessments; field assessments; and the additional levels of assessment to support an environmental review and determine environmental clearance;

e) Review requests for amendment to the Task Orders from EAF Contractors or DEP staff and make such amendments if in concurrence;

f) Determine if a federal or State agency previously developed NEPA Environmental Assessment may be adopted for use to satisfy a required Environmental Assessment required for a CDBG-DR Program project activity within the DCA Action Plan;

g) Review any NEPA Environmental Assessments, property specific or geographic Environmental Assessment Reports if prepared by Applicants and/or Developers for larger scale redevelopment or multifamily projects which require developer-prepared environmental information as part of the Application and prepare Task Orders for EAF Contractors to conduct individual property reviews, site visits, or consultations as necessary to secure approval to release funds for a particular project. Wherever possible, the Program Manager shall batch review requests as long as delivery of reviews is not materially delayed to the Sub-recipient agency;

h) Develop in coordination with FEMA or any other federal agency a combined statutory checklist that satisfies all applicable federal agency environmental and historic preservation requirements if CDBG-DR agency funds will satisfy a required match;

i) Review Environmental Review Records (ERR) completed by EAF Contractors or DEP staff to determine completeness and quality. If a re-evaluation is required, the Program Manager shall notify the State Contract Manager that previous work is incomplete. If the ERR is complete and a re-evaluation is not needed, the Program Manager shall formally certify the documented Environmental Clearance. If additional levels of assessments are required, Program Manager shall prepare new Task Orders for the State Contract Manager to issue for the EAF Contractors for additional assessments;

j) Review requests from EAF Contractors or DEP staff for specialized studies. Specialized studies include engineering studies; Phase 1 environmental site assessment (ASTM-E 1527-05, Phase 1 ESA, and if applicable, ASTME 2600-10 Phase II ESA); noise assessment in accordance with the Noise Assessment Guidelines (NAG); State jurisdictional wetlands delineations; cultural resource surveys or studies for archaeologically or historic properties; and any other such specialized studies as determined through the environmental assessment conducted by the EAF Contractors. If the Program Manager agrees with the need for a specialized study, the Program Manager shall prepare a Task Order for the State Contract Manager's approval and issuance to a EAF Contractor;

k) Ensure that EAF Contractors document each desktop assessment into an Environmental Review Record (ERR) in accordance with 24 CFR Part 58.38. Ensure that the EAF Contractors supplement the ERR and provide justification for the information that has been detailed in the Compliance Documentation Section of the Statutory Checklist required for HUD reviews, the Environmental Assessment Checklist, and any other section of the ERR;

l) Provide the State Contract Manager with technical analysis of reviews and reports prepared by EAF Contractors or DEP staff and identify issues needing further resolution;

m) Coordinate with the DCA, RREM, and SRRP Program Manager, and the State Historic Preservation Officer and any other Using Agency or its representative on the development of an exterior house design for those programs to satisfy Department of Interior Rehabilitation Standards;

n) Resolve the iterative process of developing a scope of work on a particular project or property that achieves the environmental requirements and development of the final scope with Using Agencies and create scopes of additional needed tasks or further investigations, as determined by the Program Manager or the State Contract Manager;

o) Develop a standardized Environmental Review Record format, or site reconnaissance checklist for use by the EAF Contractors if the Program Manager determines there is a better suited format than the DEP directed format to be used for documenting field assessment findings;

p) Drafting of project or property specific environmental clearance approval document to be signed by the Program Manager for the State Contract Manager approval. The Program Manager will be responsible for transmitting this approval form and the Environmental Review Record to the Responsible Entity for signature;

q) Review all Public Notices as required under 24 CFR Part 58 to support the ERR prepared by the EAF Contractors and submit to DCA for signature. After the signature is obtained, ensure the EAF Contractors publish the required Public Notices and provide Proof of Publication of the required notices in the ERR. Also ensure the EAF Contractors initiate contact with State/federal Agency resulting in further consultation and/or study to develop the Public Notice or as a result of a published Public Notice; provide more definitive comments from State/federal agency following completion and submittal of detailed study; respond to comments by federal agencies; respond to comments from public or private entities during the public comment period after obtaining approval from the State Contract Manager; and document the public comments and responses into the ERR;

r) Ensure that the EAF Contractors prepare the Request for Release of Funds (RROF, 7015.15) for the signature of DCA and electronically transmit the form to DCA;

s) Ensure that the EAF Contractors sign all forms, as Preparer, within the ERR that require signature (e.g., Determination of Level of Review form, site specific environmental assessments, Tier 2-site specific assessments, CEST, etc.);

t) Ensure that the EAF Contractors digitize and electronically return the ERR and all associated source documentation for the signature of the Responsible Entity through the Program Manager's provided information system as defined in 3.1.2;

u) Ensure the EAF Contractors conduct a desktop assessment to determine compliance with any FEMA statutory required review that has not been determined and documented under HUD 24 CFR Part 58.30. The review and supporting documentation will be incorporated into a combined Tier 2 HUD and FEMA checklist, or a FEMA Record of Environmental Consideration;

v) Ensure that the EAF Contractors digitize and electronically return any addenda along with the ERRs and all associated source documentation to the Program Manager through an Environmental Review Management System (ERMS) provided by the Program Manager;

w) Conduct weekly updates with EAF Contractors and the State Contract Manager and DEP staff to ascertain technical issues, production issues, program wide delivery issues, and to disseminate information regarding any modified program requirements, review the EAF Contractors' Weekly and Monthly Status Reports, and summarize such meetings and Status Reports in a weekly report to the State Contract Manager for communication with Commissioner(s) and/or Sub-Recipients;

x) Recommend procedural improvements to increase efficiency in performing environmental reviews and securing environmental clearance and to expedite activity at the Applicant and/or project level;

y) Review payment invoices submitted by EAF Contractors to ensure they are consistent with the Task Orders issued and recommend payment to the State Contract Manager;

z) Identify EAF Contractors who are not delivering completed environmental reviews records in a timely manner as specified in the Task Order or who are not conducting reviews as required under a specific Task Order and recommend a corrective action to the State Contract Manager;

aa) Create and conduct an evaluation process to assess quality of performance of EAF Contractors for determination of periodic retainage releases for field consultants; and

bb) Prepare Task Orders for the State Contract Manager to issue to the EAF Contractors for DEP review to perform statutory reviews in accordance with FEMA 44 CFR Part 10 for homeowner elevation activities for the RREM Program.

3.1.5 CORE PROGRAM MANAGEMENT OPERATIONS – STATE HISTORIC PRESERVATION OFFICE

The Project Manager shall provide qualified personnel to assist the Historic Preservation Office in carrying out the administrative and clerical duties associated with each CDBG-DR project submission. Based upon the expected high volume of reviews anticipated to require consultation with the State Historic Preservation Officer, the Program Manager must ensure its staffing complement includes, at a minimum:

a) Three (3) individuals meeting or exceeding the National Park Service's Professional Qualifications Standards for architectural history:

    1) One (1) with three (3)-years' experience; and

    2) Two (2) with two (2) years' experience

b) One (1) individual who meets the National Park Service's Professional Qualifications Standards for archaeology with three (3) years of experience in the field of archaeological preservation; and

c) One (1) clerical staff person. - The clerical staff person will be responsible for logging CDBG-DR projects into the Office of Historic Preservation's tracking system used to track projects received for review by the SHPO. The clerical staff person shall perform all necessary processing of HPO staffing requirements, comments/responses to those submissions, which could include either sending out those responses via U.S. Mail, via e-mail, and/or through other electronic processing functions. The clerical staff person shall assist in the creation and maintenance of files, whether electronic or paper, for CDBG-DR projects, in accordance with HPO policies and procedures. The clerical staff person must have familiarity with using software such as Microsoft Office, and Adobe Acrobat. The clerical must also be able to use a personal computer and scanner.

The Secretary of the Interior's Professional Qualifications Standards, published in the Federal Register on September 29, 1983 as part of the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation, is accessible at the following url: http://www.nps.gov/history/local-law/Prof_Qual_83.htm. The field staff that is conducting historic assessments and the separate staff working for SHPO must be in compliance with these guidelines. The guidelines provide the minimum qualifications needed for a number of different professionals that may work on these projects.

The Program Manager's Professional Historic Preservation Staff shall be responsible for:

a) Reviewing consultation applications under Section 106 of the National Historic Preservation Act of 1966, in accordance with the Hurricane Sandy Programmatic Agreement, 36 CFR §800, the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation, and the Secretary of the Interior's Standards for the Treatment of Historic Properties;

b) Assisting in identifying the appropriate interested parties to be involved in Section 106 consultation;

c) Evaluating properties for eligibility for the National Register of Historic Places in accordance with the 36 CFR §60, including assessing whether the elevation of historic properties would affect the qualities and characteristics that make those properties eligible for listing on the National Register of Historic Places;

d) Assessing the effects of a project on National Register eligible resources by applying the Criteria of Adverse Effect at 36 CFR §800.5;

e) Recommending and negotiating measures to avoid, minimize, and/or mitigate adverse effects on historic properties. If Standard Mitigation Treatments outlined in the Program Agreement are not applicable to a particular project, ensures appropriate mitigation measures are adequately documented and spelled out in a Memorandum of Agreement; and reviews adequacy of draft Memoranda of Agreement for carrying out appropriate mitigation measures prior to signature by the Deputy State Historic Preservation Officer;

f) Reviewing, and evaluating technical and substantive sufficiency and recommends approval of archaeological research and survey Quotes, survey reports, and historic preservation plans;

g) Performing reviews required under the New Jersey Register of Historic Places Act, including reviewing applications for completeness and encroachment, for encroachments, prepares written recommendations in resolution format to the HSC; and

h) Preparing Section 106 comments, in written format, in accordance with Historic Preservation Office policies and procedures, for signature by the Deputy State Historic Preservation Officer.

3.1.6 ADDITIONAL ADMINISTRATIVE PERSONNEL SUPPORT FOR DEP

The Program Manager must ensure that it can provide additional administrative support personnel to assist the DEP's permitting staff or other program staff to:

a) Perform data entry to track CDBG-DR permitting and other activities;

b) Perform financial tracking and processing of invoices between DEP and the DCA for reimbursement;

c) Opening, copying and scanning documents for permitting reviews; and

d) Any other administrative and central support functions necessary to complete DEP's disaster recovery efforts.

The State Contract Manager will task the Program Manager with providing the personnel for the identified administrative and central support services.

3.1.7 TRAINING OF STAFF

The Program Manager shall develop a plan for the training of DEP personnel and EAF Contractors in conducting desktop and/or field assessments, using the IT system, the various policies which must be complied with, and any other matter that may come up during the course of the contract. The Program Manager must submit this plan to the State Contract Manager for approval. Upon approval of its plan and all supporting training documentation the Program Manager shall provide training upon direction by the State Contract Manager.

3.1.8 QUALITY ASSURANCE/QUALITY CONTROL

The Program Manager shall provide dedicated personnel (separate from its program management personnel) to perform routine quality checks using a State approved methodology of the operational areas and files including electronic records to ensure that quality assurance of the assessments is met. Results shall be reported to the State Contract Manager on a basis to be determined by the State Contract Manager and on request. The Program Manager must develop a standard checklist that is approved by the State Contract Manager to ensure consistency and accuracy. The Program Manager must ensure that hard-copy documents and electronic files are reviewed against NEPA and Department of Interior Policies and Requirements to guarantee that all requirements have been met.

The Program Manager shall provide the following quality assurance elements:

a) Survey and document internal operations to ensure that Environmental Review policies and procedures are in place and being followed;

b) Ensure that operational processes have adequate controls in place to comply with all applicable CDBG, federal or State requirements;

c) Perform analytics to identify Environmental Review files that potentially do not comply with CDBG, federal or State requirements and develop a method to investigate errors and omissions; and

d) Compliance with all integrity monitoring requirements pursuant to Governor's EO 125.

3.1.9 APPEALS

The Program Manager shall assist the State Contract Manager with the appeals process as it relates to environmental and historic preservation reviews. Appeals will be filed with the State Contract Manager but forwarded to the Program Manager through a Task Order for the specific actions required to respond to the appeal. The Program Manager shall provide and present its conclusions to the State Contract Manager in this appeals review and to assist in the elevation of the appeal process up to the Sub-Recipient and/or DCA.

3.1.10 COMPLIANCE AND MONITORING

The Program Manager shall perform management, file review, reporting and document management for compliance with Regulatory and Program policies and procedures. File documentation, document management, quality control, reporting, Program and federal compliance, and issue tracking are also requirements for this functional area. The Program Manager shall work with the DEP to respond to the State's monitoring requirements and otherwise from federal or State agencies.

The Program Manager is required to establish best management practices to:

a) Monitor a statistically significant number of Environmental Reviews to ensure that the assessments are in compliance with 24 CFR Part 58, 24 CFR Part 51, and 24 CFR Part 55, 36 CFR Part 800, and 44 CFR Part 10;

b) Ensure that procedures are in compliance with CDBG, State and federal guidelines;

c) Identify operational compliance issues associated with the compliance reviews of Program policies and procedures; and

d) Report findings to the State Contract Manager weekly, and upon request.

3.1.11 ISSUE TRACKING AND FRAUD, WASTE AND ABUSE COORDINATION

The Program Manager shall perform management, file review, reporting and document management, and coordinate with contractors procured for integrity, fraud, waste and abuse monitoring as required for internal and external audits (federal, State and legislative), potential fraud investigations, and responses to Open Public Records Act requests, subpoenas, and prosecutorial support. File documentation, document management, quality control, reporting, Program and federal compliance, and issue tracking are also requirements for this functional area.

The Program Manager shall establish best management practices to:

a) Facilitate external audits and respond to external audit findings;

b) Identify and research any potentially fraudulent environmental review records;

c) Coordinate as requested by the State Contract Manager with appropriate prosecutorial agencies;

d) Respond to requests for documents and subpoenas; and

e) To report findings on any of the above to the State Contract Manager.

The Program Manager shall perform tasks including, but not limited to the following:

a) Potential Fraudulent Activity:

    1) Identify and research any potentially fraudulent environmental review records;

    2) Coordinate and work with appropriate prosecutorial agencies to resolve; and

    3) Update systems to prevent further processing until resolved.

b) Facilitate external audits:

1) Provide support to external auditing companies, federal agencies, State agencies, and as requested within the time frame determined by the State Contract Manager.

2) Respond to external audit findings in consultation with the State Contract Manager.

c) Prosecutorial Agencies and Document Requests:

1) Coordinate with appropriate prosecutorial agencies; and

2) Respond to requests for documents, subpoenas, etc. in consultation with the State Contract Manager.

3.1.12 DOCUMENT MANAGEMENT AND RECORDS RETENTION

The Program Manager shall store and retrieve physical documents and electronic images of all paper documents, emails, correspondence, training material, and policy and procedures associated with the Programs along with information leading up to policy and procedures decisions. Documents and images must be stored in a secure environment for quick retrieval. The 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 are also requirements for this functional area. DEP has a uniform document management and records retention policy to which the Program Manager must be compliant. The retention policy shall be provided to the Program Manager upon contract award.

The Program Manager shall:

a) Administer the records retention policy, which includes the short and long-term housing of physical documents and electronic images for each Environmental file. This should include all paper documents, Sub-Recipient or EAF Contractor-related emails, correspondence, training material, and policy and procedures associated with the Programs along with information leading up to policy and procedures decisions. The Program Manager shall adhere to State image system certification processes administered by the New Jersey Office of Information Technology. This certification process can be found at http://www.nj.gov/treasury/revenue/rms/recman.shtml;

b) Create procedures and guidelines to implement the records retention plan; and

c) Ensure documents are properly filed and held according to record retention policies and they can be easily retrieved when necessary.

The Program Manager shall:

a) Administer the records retention policy to:

1) Identify existing and new applicant documents and images, classify them, and store them for easy retrieval;

2) Identify the location where the documents shall be stored for current access and the location where the documents shall be archived for long-term access; and

3) Retrieval method must include search capability for all documents assigned to a specific Address; Search functionality must allow inquiries by Address, Program Name, Sub-Recipient, and, if applicable, Applicant name, co-Applicant name or Program Application ID. Please refer to Section 3.1.2 of this RFQ.

b) Implement process/system to be used to organize the documents for later retrieval, and implement controls for document filing and incoming mail and fraud prevention;

c) Store the ERR files (physical and electronic) in a secure environment;

d) Ensure that files (physical and electronic) are readily available for public records requests. Public records requests must be integrated with the compliance and investigation process for any files under investigation;

e) Develop a disaster recovery plan to prevent destruction of the files from natural disasters, flood, fire, sabotage or theft;

f) Update the Program Manager's IT System as documents and forms are received from Sub-Recipients or others;

g) Research inquiries regarding missing documents or any pertinent information required;

h) Provide reports to the State Contract Manager as requested;

i) Maintain an inventory of all documents and records;

j) Ensure documents are processed according to deadlines of the Programs; and

k) Provide documents for audit as requested. The Program Manager shall make all of its work product and records available for a full range of oversight activities to the State Contract Manager, State and federal monitors and auditors, and to any other State or federal entity having jurisdiction over the use of funds provided through this program.

3.1.13 ACCOUNTING AND REPORTING

The Program Manager shall account for and reconcile all federal funds requested and drawn from HUD funds, and any other funds, and paid to the EAF Contractors. File documentation, document management, quality control, reporting, Program and federal compliance, and issue tracking are also requirements for this functional area.

The Program Manager shall reconcile the funds paid under DEP's Environmental and Historic Preservation Review program to EAF Contractors for work under CDBG and HMGP funded programs among disbursed among multiple database systems and interfaces and prepare all required production reports on an agreed to periodic basis.

The Program Manager shall coordinate with DCA systems and DEP systems to create or manage an appropriate accounting and reporting system that does the following:

a) Enables DEP to draw funds in a timely manner through their MOU or other interagency agreement with DCA;

b) Provides data in a manner that DCA shall be able to upload and input into DRGR;

c) Enables EAF Contractors to submit invoices and receive timely payments on a monthly basis;

d) Tracks status of draw requests by DEP from DCA and payment requests from EAF Contractors;

e) Creates reports in a form and substance that enables DEP to monitor funds drawn against budget and projected cash flow;

f) Monitors EAF Contractors compliance with State and federal requirements that they may be required to follow including but not limited to State Small Business Sub-contracting and HUD Section 3 requirements;

g) Develops protocol and implements methods to provide quarterly evaluation of the EAF Contractors for quality and completeness of work being submitted related to retainage release as dictated for the EAF Contractors contract (Section 5.15); and

h) Creates reports on a periodic basis as required by DEP, DCA or other Sub-Recipients to communicate status and progress on work flow for their Applicants or projects.

3.1.14 REPORTING AND DOCUMENTATION

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

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

The Program Manager shall maintain all records related to products, transactions or services under this Contract for a period of five (5) years from the date of final close-out of the State Disaster Recovery Program. Such records shall be made available to the New Jersey Office of the State Comptroller for audit and review, upon request pursuant to N.J.A.C. 17:44-2.2, and for disclosure to other parties for audit and review. Record retention beyond the five year mark may be necessary and shall be directed by the State.

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

3.1.15 DELIVERABLE MILESTONES AND PERFORMANCE GUARANTEES

Program Manager is to refer to Section 5.9.4 of the RFQ.

Program Manager must supply the State Contract Manager with weekly reports, through the ERMS or Program Manager's IT System, in a form and manner acceptable to the State Contract Manager to monitor and measure contract performance guarantees set forth within Section 5.13.3 of the RFQ.

RFQ Sections 3.2 through 3.2.17 are for EAF Contractors Only.

3.2 EAF CONTRACTOR

3.2.1 PROJECT LAUNCH MEETING

The higher level personnel of the EAF Contractor and its subcontractors must attend a project launch meeting with the State Contract Manager and other key State personnel within three (3) business days of contract award. The State anticipates 3-5 personnel from each EAF Contractor including subcontractors attending this meeting.

At this meeting, EAF Contractors shall coordinate with the State Contract Manager to meld the overviews and methodologies of performing the requirements of the RFQ, as presented within respective Quotes, into a single, over arching plan. The State Contract Manager will also provide EAF Contractors with the format and data structure of the database into which EAF Contractors will be entering Environmental Review Records until the Program Manager information system is on-line.

3.2.2 ENVIRONMENTAL REVIEW PROCESS

The EAF Contractor shall perform environmental and historic reviews in a lock-step manner that may include the three (3) following types of assessments:

a) Desktop Assessment;

b) Field Reconnaissance; and/or

c) Additional Level of Assessment as discussed in Section 3.2.9.

The contractor shall ensure that its assessment efforts and compilation of documentation are in accordance with HUD, and FEMA, NEPA statutory requirements and federal Section 106.

3.2.3 DESKTOP ASSESSMENTS

Upon receipt of a State Contract Manager issued Task Order from the State Contract Manager or its Program Manager, the Contractor shall perform a desktop assessment for each application within the Task Order.

The contractor's desktop assessment of an application shall include, but not be limited to the following:

a) Ensuring the completeness of the application;

b) Confirming the State Contract Manager's/Program Manager's determination of classification of level of environmental review is still appropriate based on the project activity or, as requested by the State Contract Manager/Program Manager classifying the level or environmental review in accordance with 24 CFR Part 58.30. Complete a Level of Review Form for the property application to document the appropriate level of environmental review as classified under:

    1) 24 CFR 58.34 Exempt activities;

    2) 24 CFR 58.35 (a) Categorical Exclusion Subject to 58.5 (CEST);

3) 24 CFR 58.35 (b) Categorical Exclusion Not Subject to 58.5 (CENST);

4) 58.36 Environmental Assessment for all properties not classified under 24 CFR 58.34, 58.35(b), or 58.35(a); or

5) 24 CFR 58.37 Environmental Impact Statement; and

c) As tasked by the State Contract Manager/Program Manager, performing the environmental review required for FEMA compliance under 44 CFR Part 10 that is in addition to the 24 Part 58 HUD review;

d) Performing the environmental review through the desk top assessment by:

1) Utilizing the GIS assessment tool approved for use or as provided by the State Contract Manager/Program Manager. No other screening tools shall be used unless approved by the State Contract Manager, to develop or obtain source documents as required for an Environmental Review Record; (An example GIS platform assessment tool can be found at the following url: http://www.nj.gov/dep/gis/geowebsplash.htm);

2) Determining whether a field assessment is warranted and the rationale for such determination;

3) Determining if consultation with another a federal, state or local entity is necessary;

4) Determining if a floodplain or wetlands 8-step analysis is required as per 24 CFR Part 55 is required; and

5) Determining if a property is an historic property by utilizing the NJ_No_Hist_Properties Layer in the NJ Historic Districts and Properties map at http://fema.maps.arcgis.com/home/webmap/viewer.html?webmap=189f690086c340df9d0cf2d637252660.

3.2.4 DEVELOP ENVIRONMENTAL REVIEW RECORD (ERR)

The EAF Contractor shall document each assessment into an environmental review record (ERR) in accordance with 24 CFR Part 58.38. The EAF Contractor shall develop all ERRs in an electronic format to be provided by the State Contract Manager/Program Manager as well as a hard copy. An outline of what is to be included in an ERR Packet is included as Exhibit B.

The EAF Contractor shall develop and compile the source documentation to supplement the ERR and provide justification for the information that has been detailed in the Compliance Documentation Section of the Statutory Checklist, the Environmental Assessment Checklist, and any other section of the ERR. Proprietary material and special studies prepared for the State that are not generally available for public review shall not be incorporated by reference but shall be included in the ERR.

The EAF Contractor shall prepare all Public Notices required to support the ERR and submit to the State Contract Manager/Program Manager for signature of the Responsible Entity. The EAF Contractors shall publish the required Public Notices and provide Proof of Publication of the required notices in the ERR.

The EAF Contractor shall prepare the Request for Release of Funds (RROF, 7015.15) for the signature of the Responsible Entity and electronically transmit to the State Contract Manager/Program Manager for signature of the Responsible Entity.

The EAF Contractor shall sign all forms within the ERR that require signature, as Preparer, e.g., Determination of Level of Review form, site specific environmental assessments, Tier 2-site specific assessments, CEST, etc.

The EAF Contractor shall digitize and electronically return the ERR and all associated source documentation to the State Contract Manager /Program Manager for signature of the Responsible Entity through an Environmental Review Management System provided by the DEP or its Program Manager.

The EAF Contractor shall conduct a desktop assessment to determine compliance with any FEMA statutory required review that has not been determined and documented under HUD 24 CFR Part 58.30. for reconstruction/elevation projects under the RREM The review and supporting documentation will be within the DEP-developed Tier-2 checklist or the FEMA Record of Environmental Consideration that will be provided by the State Contract Manager.

The EAF Contractor shall document the Section 106 reviews within the Environmental Review Record consistent with 36 CFR Part 800.11.

3.2.5 COMPLIANCE WITH SECTION 106 REVIEWS

The EAF Contractor shall perform various roles related to Section 106 compliance to identify and evaluate historic properties (including archaeological sites), assess projects for adverse effects on those resources, and develop appropriate treatment measures. The contractor shall ensure these assessments are performed by contractor personnel relevant Secretary of the Interior Professional Qualification Standards. These Professional Qualifications Standards were previously published in the Federal Register on September 29, 1983 as part of the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*. http://www.nps.gov/history/local-law/Prof_Qual_83.htm

Section 106 Reviews are a required component of HUD 24 CFR Part 58 and FEMA 44 CFR Part 10 compliance reviews. The Task Orders issued by the State Contract Manager/Program Manager will be within the same Task Orders tasking the Contractors to conduct the desktop assessment, field assessment, and completing the ERR.

The EAF Contractor shall ensure that Section 106 reviews are performed as outlined below:

a) Desktop Assessment;

b) Determining if a property is an historic property by utilizing the NJ_No_Hist_Properties Layer in the NJ Historic Districts and Properties map at http://fema.maps.arcgis.com/home/webmap/viewer.html?webmap=189f690086c340df9d0cf2d637252660. Using aerial photography to determine previous land use history;

c) Background Research:

   1) Determine what is known about a property;

   2) Determine where prior cultural resource surveys have been completed and the results of those surveys, including the likely presence of historic properties;

   3) Site visit to take a picture of the property, and assess topography to determine if there is a potential for archaeological impacts;

4) Visiting appropriate repositories such as the Historic Preservation Office, and the New Jersey State Museum to determine if historic property;

5) Review project activity and determining whether it falls under the Tier 1 or Tier 2 allowances listed in the PA; and

6) Determine the applicability of the NJ Register of Historic Places Act.

d) Formal Section 106 Consultation must be conducted in accordance with the stipulations of the Programmatic Agreement among the Federal Emergency Management Agency, the New Jersey State Historic Preservation Officer, the New Jersey State Office of Emergency Management, and the Advisory Council on Historic Preservation, the absentee Shawnee Tribe of Indians of Oklahoma, the Delaware Nation, the Delaware Tribe of Indians, the Shawnee Tribe of Oklahoma, and the Stockbridge Munsee Band of Mohicans as a result of Hurricane Sandy.

If the project is not comprised of any of the Tier 1 or Tier 2 activities listed in the PA, Section 106 consultation shall be conducted in accordance with the following:

a) Identify consulting parties, including appropriate federally recognized Tribes;

b) Identify interested parties;

c) In consultation with consulting and interested parties:

1) Establish Area of Potential Effects (APE);

2) Identify historic properties, including archaeological sites, within the APE (including determining the need for archaeological and/or architectural survey and conducting that survey);

3) Evaluate the significance of historic properties identified within the APE;

4) Assess effects of the project to those identified historic properties in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties;

5) Develop ways to avoid, minimize, or mitigate any adverse effects to historic properties;

6) Determine whether the use of Standard Treatment Measures, as defined in Appendix C of the Programmatic Agreement, are appropriate;

7) Coordinate the development and execution of Memoranda of Agreements with the Responsible Entity as appropriate, including Standard Treatment Measures outlined in the PA, determined to be appropriate in consultation with consulting parties;

8) Prepare documentation in accordance with 36 CFR §800.11;

9) Submit documentation to SHPO and consulting and interested parties for review and concurrence;

10) Determine applicability of the New Jersey Register of Historic Places Act;

11) Prepare and submit documentation outlined in N.J.A.C. 7:4-7.1(d) to the Historic Preservation Office under the NJ Register of Historic Places Act, if applicable to the undertaking;

12) As tasked by the State Contract Manager/Program Manager make presentations to the Historic Sites Council for projects that encroach on NJ Register of Historic Places listed historic resources, if applicable; and

e) Document the Section 106 reviews within the Environmental Review Record consistent with 36 CFR Part 800.11.

3.2.6 COORDINATION FOR PERMITS AND/OR COMPLIANCE RESOLUTION

The EAF Contractor shall consult with any applicable State, federal and local agencies, including Recognized Tribes (for Section 106 consultation) when the additional level of assessment triggers a threshold of action requiring compliance through determination of mitigation measures, conditions for approval and ensuring that appropriate permits are documented into the ERR and the Addendum. EAF Contractors shall secure the approval of the State Contract Manager/Program Manager before finalizing compliance measures into the ERR.

3.2.7 INFORMATION MANAGEMENT

The EAF Contractors are responsible for inputting and supplying all data and electronic attachments needed to fully capture all approved workflow, review and decision documentation, supplemental documentation, reporting and other State and Federal system integration needs into the IT system developed by the Program Manager. In addition, the system developed by the Program Manager must be able to interface with other State systems being developed that will support environmental review determination data. The State shall have “real time” access to all program data through web-based tools, management and reporting systems. The EAF Contractors shall comply with the following regarding any system developed, implemented or used during the process of executing this RFQ:

a) DEP shall maintain exclusive ownership of, and have unlimited access to, all documents, information, data and content received, generated or derived as part of this RFQ. The EAF Contractor shall supply the State Contract Manager with all such documents, information, data and content at a schedule and in a format specified by the State Contract Manager;

b) All spatial data acquisition, development, and output shall follow DEP’s published Digital Data Standards and shall be in a format that is compatible for import into and use of this data within the DEP and NJOIT GIS systems;

c) All data and information received, generated or derived as part of this RFQ shall be captured and managed in the temporary DEP ERMS and then within the Program Manager’s information management system in a manner that allows for development of electronic reports of this data/information using electronic reporting tools specified by the State Contract Manager and NJOIT; and

d) Any and all documents, data, information and/or content specified in this RFQ that is required to be submitted to the State Contract Manager electronically shall be submitted

using submission processes and procedures specified by the State Contract Manager in a format approved by the State Contract Manager.

NOTE: EAF Contractors shall be responsible for all costs related to licenses, operation and maintenance of any cloud based services or other proprietary software solutions.

3.2.8 FIELD ASSESSMENTS

Upon receipt of a Task Order from the State Contract Manager/Program Manager, the EAF Contractor shall conduct a basic visual site assessment to photograph the property for purposes of the Section 106 review and documentation. The EAF Contractors will be issued a Task Order to perform a detailed site reconnaissance to develop for site-specific Environmental Assessments; and to conduct field assessments to further evaluate Tier 2 site-specific reviews or for other levels of environmental reviews to evaluate and document site-specific conditions that cannot be determined through a desktop assessment. These assessments will also assess if further steps or levels of environmental assessment are required for an application to be environmentally cleared as described below:

a) For Site-Specific Environmental Assessments or developing a Tiered Environmental Assessment, the EAF Contractors shall conduct the site reconnaissance using HUD-4128 form, Environmental Assessment and Compliance Findings for the Related Laws, including completion of the Field Note Checklist; or on a form provided by the EAF Contractor. A DEP approved Statutory Checklist will be used to conduct site reconnaissance for CEST environmental reviews;

b) During the site reconnaissance the EAF Contractor shall visually determine if further studies or analyses are required as a result of the activity triggering a potential threshold of significance for some of the related laws, such as historical significance, endangered species, wetlands, known contaminated sites, etc. The EAF Contractor shall provide written notification to the State Contract Manager on the findings of the site reconnaissance;

c) For FEMA field assessments, the EAF Contractors shall use a DEP approved statutory checklist acceptable to FEMA;

d) For Tier 2 field assessments where the Tier 2 has been developed by the DEP, the EAF Contractors shall use the DEP developed Tier 2 Site Specific form; and

e) Field assessments to identify historic properties, including archaeological sites, within the Area of Potential Effect, will include but not be limited to photographing the property; determining the APE, assessing if there has been previous ground disturbance and assessing effects of the project to those identified historic properties in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

If the EAF Contractor's field assessment determines that additional levels of assessments are required, the EAF Contractor's written notification shall include, but not be limited to, the following elements:

a) Summary of the EAF Contractor's field assessment or site reconnaissance;

b) Identification of what further levels of assessment are required;

c) The methodology and rationale the EAF Contractor used in making its determination;

d) A Quote from the EAF Contractor to perform the additional assessments in which the EAF Contractor identifies which personnel it shall use to perform the work, e.g., historic preservation specialists, engineers, environmental scientists, biologists; and

e) A budget, based upon the hourly rates bid by the EAF Contractor and the number of hours necessary to complete the further assessments.

3.2.9 ADDITIONAL LEVELS OF ASSESSMENTS

Upon the State Contractor Manager's approval of the EAF Contractor's plan to perform the additional assessment, a new Task Order will be issued to the EAF Contractor. The EAF Contractor shall perform the work set forth within its Quote for the additional assessment.

3.2.10 ENVIRONMENTAL INVESTIGATIONS

The EAF Contractor shall identify any specialized testing necessary to perform the activities in this RFQ, including, but not limited to, the following:

a) Engineering studies;

b) Phase 1 environmental site assessment (ASTM-E 1527-05);

c) Phase 1 ESA, and if applicable, ASTME 2600-10 Phase II ESA, noise assessment in accordance with Noise Assessment Guidelines (NAG);

d) State jurisdictional wetlands delineations;

e) Cultural resource surveys or studies; and

f) Asbestos, lead and radon testing.

The State Contract Manager will issue Task Orders to perform these investigative studies and prepare the report of findings.

3.2.11 COMPLIANCE WITH STATE AND FEDERAL REQUIREMENTS

The EAF Contractor shall ensure that its assessments are in compliance 24 CFR Part 58.30 and 36 CFR Part 800, 24 CFR Part 51, and 24 CFR Part 55, and 44 CFR Part 10.

As needed, the State Contract Manager/Program Manager will issue Task Orders to the EAF Contractor to conduct engineering studies, Phase 1 and Phase II ATSM environmental assessments, noise assessments and archaeological and architectural surveys to develop reports. The State Contract Manager will also issue Task Orders to publish NOI-FONSI/-RROF as required for the Request for Release of Funds from HUD and NOI/ for Environmental Assessments and Environmental Impact Statements.

The EAF Contractors shall sign as the Preparer of the Determination of Level of Review forms, and any required statutory checklist; tiered and non-tiered environmental assessments; and Tier 2 site-specific assessments prepared by the EAF Contractors and any other HUD approved form prepared by the EAF Contractors that documents compliance with 24 CFR Part 58.5 and 58.6.

The EAF Contractors shall sign as the Preparer of the Addendum that documents compliance with 44 CFR Part 10.

EAF Contractors shall initiate and complete consultation with federal, State and local agencies, and federally recognized Tribes as necessary to ensure project compliance.

3.2.12 COMMUNICATIONS

Task Orders will be issued to EAF Contractors to publish Public Notices as required to comply with 24 CFR Part 58 and 24 CFR Part 55 any and all Public Notices required to perform the scopes of services within this RFQ. The EAF Contractor shall also assist the State in responding to public comments on Public Notices published as part of the environmental review assessment process. Such assistance includes, but is not limited to, the following actions:

a) Initiating contact with State/federal Agency resulting in further consultation and/or study to develop the Public Notice or as a result of a published Public Notice;

b) Providing more definitive comments from State/federal agency following completion and submittal of detailed study;

c) Responding to comments by federal agencies;

d) Responding to comments from public or private entities during the public comment period; and;

e) Documenting the public comments and responses into the ERR.

3.2.13 REPORTING AND DOCUMENTATION

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

The EAF Contractor must use the environmental review management database system provided by the State Contract Manager/Program Manager for entry of weekly status reporting and monthly reporting.

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

The EAF Contractor shall maintain all records related to products, transactions or services under this Contract for a period of five (5) years from the date of final close-out of the State Disaster Recovery Program. Such records shall be made available to the New Jersey Office of the State Comptroller for audit and review, upon request pursuant to N.J.A.C. 17:44-2.2, and for disclosure to other parties for audit and review. Record retention beyond the five year mark may be necessary and shall be directed by the State.

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

3.2.14 WEEKLY STATUS REPORTS

The EAF Contractor shall electronically submit weekly status reports (in a format to be provided by the State) to the State Contractor/Program Manager on the status of the tasked activities: completed; in progress; and, pending reviews. These reports shall include, but not be limited to, the following elements:

a) Number of applications, by type of environmental assessment, by property address, including lot and block, completed under the Task Orders to include the status of each environmental assessment activity, including what additional investigative studies are required to document the environmental review;

b) Status of each required application and the estimated time to complete;

c) Number of properties requiring Section 106 consultation with the SHPO, including the date referred; the status of every property under consultation with the SHPO;

d) Properties requiring or under consultation with any federal, State or local agency, including the status of those consultations;

e) Properties requiring or under consultation with a Sub-Recipient's designated program manager to develop a Scope of Work.

f) The number and identification of properties that have environmentally cleared and have completed ERRs; and

g) The number and identification of properties have were denied and the reason for denial.

The EAF Contractor shall submit its weekly status reports to the State Contract Manager by 9:00 am ET on the following Monday for the previous week. The EAF Contractors shall address all comments and questions generated by the State Contract Manager within three (3) business days.

3.2.15 MONTHLY STATUS REPORTS

The EAF Contractor shall electronically submit monthly status reports in a format to be provided by the State Contract Manager/Program Manager that shall contain the information required by the State Contract Manager/Program Manager to ensure that all deliverables, staffing and administration have been properly conducted during the performance period, including but not limited to:

a) What tasked activities have been conducted;

b) The staff that performed the task; and

c) The hourly rate of staff performing those tasked activities.

The EAF Contractor shall submit its monthly status reports to the State Contract Manager for approval by 9:00 a.m. on the second day of the following month for the previous month. The EAF Contractor shall address all comments and questions generated by the State Contract Manager within seven (7) business days.

The EAF Contractor shall relate the performance in the reports to the milestones set in the EAF Contractor's Plan. If the EAF Contractor is at risk to miss a project milestone identified in the

Project Schedule, the EAF Contractor shall work with the applicable sub-contractor(s) to develop a corrective action plan to ensure the project milestone in question is met, and the EAF Contractor must monitor the implementation of that corrective action plan to ensure compliance, or present an alternative milestone date with supporting justification for the new date. The corrective action plan shall be submitted to the State Contract Manager within two (2) business days of the determination of non-compliance.

The EAF Contractor shall provide and electronically submit to the State Contract Manager and the Program Manager, and/or to FEMA as requested by the State Contract Manager, all reports and documents as may be necessary to support CDBG-DR funding.

In addition, the EAF Contractor shall coordinate with the State, and/or Program Manager throughout the development approval and execution of each Task Order to include requirements necessary to ensure that the implementation, oversight, documentation and reporting are appropriate to the level of environmental review being performed and no work is conducted without State concurrence or authorization.

3.2.16 EAF CONTRACTOR PERSONNEL REQUIREMENTS

The EAF Contractor shall provide staff positions that shall be held by qualified, experienced personnel including but not limited to the following:

Project Manager – Responsible for Field implementation and coordination of field teams and quality review, finalization of assessment forms and consultations with agencies. Program Directors work directly with DEP staff in charge of the various grant Programs to facilitate Task Orders;

Field Managers – Typically Principals of the sub-contractor firms performing the field assessments and providing reviews of deliverables, consistency with regulatory requirements of federal, state and local laws. Management of multiple field teams, coordination of activities, data consolidation and reporting;

Field Professionals – Field Team leaders responsible for conducting field assessments and review of available site specific historical and land use agency databases. Field professionals will include principal and senior level environmental scientists, engineers, biologists, historic preservation specialists, hydrogeologists, and botanists. Field professional level staff will perform complicated environmental investigations that require more specific experience to conduct assessments or make qualified determinations of habitat impacts to threatened and endangered plant and animal species, and qualified mitigation or avoidance recommendations;

Field Associates – This category covers various specialty areas required to perform the services of this RFQ in Sections 3.2.2; 3.2.3; 3.2.8; 3.2.9 and, including, but not limited to, engineering, biologists, scientists, botanists, historic preservation specialists, technicians, including GIS specialists, field members assisting in site visits and environmental reviews; and

Staff Assistants – Support staff to Field Managers – Responsible for compilation and report preparation assistance.

3.2.17 EQUIPMENT REQUIREMENTS

EAF Contractors must provide personnel with any and all equipment necessary to perform and complete all aspects of this contract including equipment to conduct field environmental

assessments and environmental investigations to develop and document, and close out an ERR and the FEMA Addendum. The EAF Contractor shall provide detailed information regarding all equipment, software and infrastructure required to interface with the ERMS. The cost for equipment requirements is to be factored into the hourly rate.

3.2.18 DELIVERABLE MILESTONES AND PERFORMANCE GUARANTEES

EAF Contractor is to refer to Section 5.9.4 of the RFP.

The EAF Contractor must supply the State Contract Manager/Program Manager with weekly reports, through the ERMS and ultimately the Program Manager's IT System, in a form and manner acceptable to the State Contract Manager to monitor and measure contract performance guarantees as per Section 5.9.4 of the RFP

4.0 BIDDER'S QUOTE

4.1. TECHNICAL QUOTE

Quotes submitted in response to this RFQ shall respond to each of the following requests in the order indicated. It shall be clear and concise in response to the information and requirements described in the RFQ.

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

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

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

The Technical Quote shall be in the following format:

Content Checklist	
	Cover Page
	Quote Letter
	Table of Contents
TAB 1	**Management Overview**
TAB 2	**Start-Up Team**
TAB 3	**Contract Management**
TAB 4	**Potential Challenges**
TAB 5	**Organizational Support and Experience**
TAB 6	**Resumes**
TAB 7	**Experience of Bidder on Contracts of a Similar Size and Scope**
TAB 8	**Additional Experience of Bidder**
TAB 9	**Subcontractors**
TAB 10	**Subcontractor References**
TAB 11	**Forms Required with Quote**

4.1.1 COVER PAGE

The following information shall be included under the title “RFQ for Program Manager Contractor and Environmental Assessment Field Contractors.”

- The Contract for which the bidder is competing, i.e., Program Manager, EAF Contractor, or both;
- Name of the bidder;
- Firm address;
- Firm telephone number;
- Firm Federal tax identification number; and
- Name, title, address, telephone number, fax number, and email address of contact person authorized to contractually obligate the bidder on behalf of the firm.

4.1.2 QUOTE LETTER

By signing the letter and/or Quote, the bidder certifies that the signatory is authorized to bind the bidder. The offer shall include:

- A brief statement of the firm’s understanding of the scope of the work to be performed;
- Confirmation that the firm has or will obtain the appropriate state business license(s);
- Confirmation that the firm has not had a record of substandard work within the past five years;
- Confirmation that the firm has not engaged in any unethical practices within the past five years;
- Confirmation that, if awarded the contract, the bidder acknowledges its complete responsibility for the entire contract, including payment of any and all charges resulting from the contract;
- All other information that the bidder determines appropriate; and
- The signature of an individual who is authorized to make Quotes of this nature in the name of the firm submitting the offer.

4.1.3 MANAGEMENT OVERVIEW – TAB 1

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

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

The bidder should identify the 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 bidder.

NOTE to Bidders Competing for an EAF Contract: The State anticipates that there may be 10,000 to 50,000 environmental reviews to be performed to determine environmental clearance. See table in Section 1.2 for estimate of environmental reviews that may be required. However, the bidder should be aware that it may be tasked additional projects for review and shall be required to perform any and all reviews as tasked by the State Contract Manager/Program Manager. Bidders shall submit a plan based on firm size and capacity to operate within one of the following three (3) levels:

Level 1	Over 3,000 Reviews of varying types within the first 90-180 days
Level 2	1,000 to 3,000 Reviews of varying types within the first 90-180 days
Level 3	500 to 1,000 Reviews of varying types within the first 90-180 days

The bidder should be mindful of the time-critical nature of these environmental reviews and how to schedule the timing of these reviews to fit within the timelines developed by the DCA and its sub-recipients. All CDBG-DR grant monies are required to be expended within two years of the date of the Grant Agreement between DCA and HUD. A very aggressive timeline is required to meet this deadline.

Bidders shall include a timeframe for the amount of time required to perform a preliminary desktop assessment; perform a field assessment; perform additional testing; and complete the ERR for the various levels of environmental review: CENST, CEST's, tiered and non-tiered Environmental Assessments. Bidders shall also provide the number of reviews by level of environmental review, including the Section 106 and additional FEMA reviews to be completed on a weekly and monthly basis.

4.1.4 START-UP TEAM – TAB 2

The bidder shall provide a chart or table describing all current and proposed staff members of the bidder and staff members of proposed subcontractor firms who would be assigned to meet the requirements of this RFQ following the award of the contract, their roles (in a word or a phrase), and the percentage of FTE work each staff member would commit for this engagement, and where the individuals will primarily be working, whether in New Jersey or another location. Include in this chart or table all contract management and human resources staff who will be dedicated to recruiting and hiring subcontractors and/or additional staff to be assigned to this work.

On the list described in the paragraph above, identify the members of your staff who would be assigned to act for your firm in key management and field positions providing the services required.

4.1.5 CONTRACT MANAGEMENT – TAB 3

The bidder shall describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion. The plan shall include the bidder's approach to communication with the State Contract Manager including, but not limited to, status meetings, status reports in its Quote.

The Quote shall provide a proposed Program Schedule.

4.1.6 POTENTIAL CHALLENGES – TAB 4

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

4.1.7 ORGANIZATIONAL SUPPORT AND EXPERIENCE – TAB 5

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

The bidder shall include a contract organization chart, with names showing management, supervisory and other key personnel (including subcontractor's management, supervisory or other key personnel) to be assigned to the contract. Bidder shall clearly indicate the specific staff members who shall be providing the direct services to the State. The chart shall include the labor title of each such individual using only those labor titles specified with the Cost Quote Schedules.

4.1.8 RESUMES – TAB 6

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

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

The bidder shall affirm that no key team member, subcontractors or its key members are listed on any State or Federal suspension, debarment, or disqualification list.

4.1.9 EXPERIENCE ON CONTRACTS OF SIMILAR SIZE AND SCOPE – TAB 7

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

4.1.10 ADDITIONAL EXPERIENCE OF BIDDER – TAB 8

In particular, bidders should demonstrate experience in either overseeing and managing (Program Manager) or performing (EAF Contractors) the following elements:

a) Knowledge of NEPA requirements, 24 CFR Part 58; 24 CFR, Part 55 and other federal laws and authorities, including, but not limited to the following:
    1. The Historic Preservation (36 CFR Park 800), Floodplain Management (Executive Order 11988;
    2. 24 CFR Part 55): Wetland Protection (Executive Order 11990;
    3. 3 CFR, §§2,5); Coastal Zone Management Act (16 U.S.C. 1451, §§307(c), (d)), Sole Source Aquifers (40 CFR Part 149);
    4. Endangered Species Act (50 CFR Part 402), Wild and Scenic Rivers Act (16 U.S.C. 1271, §§7(b), (c)), Clean Air Act (40 CFR Parts 6, 51, 93), Farmland Protection Policy Act (7CFR Part 658), Environmental Justice (Executive Order 12898), Noise Abatement and Control (24 CFR Part 51, Subpart B), Explosive and Flammable Operations (24 CFR Part 51, Subpart C), Toxic Chemicals and Radioactive Materials (24CFR Part 58, §5(i)2), and Airport Clear Zones and Accident Potential Zones (24 CFR Part 51, Subpart D):
    5. FEMA statutory requirements at 44 CFR Part 10.; and
    6. applicable New Jersey laws.

b) Experience in working with federal, state or local governments in the area of environmental reviews for HUD projects and FEMA compliance reviews 44 CFR Part 10, (bidders should provide a list of completed 24 CFR Part 58 environmental and 36 CFR Part 800 cultural resource reviews with Quote);

c) Years of experience with HUD Environmental Review Records for governmental agencies;

d) Experience in completing at least twenty (20) HUD Environmental Review Records in the past five years;

e) Experience producing professional quality environmental reports, including GIS-based maps;

f) Experience performing environmental assessments or cultural resource surveys using state of the art equipment;

g) Experience using web-based tools to conduct and document HUD 24 CFR Part 58 and 24 CFR Part 55 and FEMA 44 CFR Part 10 reviews;

h) Integrating web-based data entry with GIS mapping and field data collection and potential updating online and field-based data entry tools, databases, and forms;

i) capability of managing paperless environmental workflows including online preparation and review of documents and maps, and management of sub-contractors via extranet workflow software;

j) Proof of previous experience in writing Environmental Review Records by submitting two (2) completed HUD (24 CFR Part 58) Environmental Review Records of a CENST, CEST, and Environmental Assessment (a tiered and non-tiered), with at least one including an 8-Step Floodplain or 8-step wetlands analysis, and two (2) completed (36 CFR Part 800) Cultural Resource Review Records;

k) Proof of previous experience in completing FEMA Environmental Reviews by submitting two completed FEMA Records of Environmental Consideration;

l) Expertise and resources to directly enter data and upload the full ERR into the ERMS including individuals who have the necessary federal and State and local licenses, certification and training to conduct any and all services required to perform the scope of services within this RFQ. Documentation of required licenses and certifications must be provided before authorization to conduct reviews can commence; and

m) Oversight and management experience of elements a through l.

4.1.11 SUBCONTRACTS – TAB 9

Bidders may enter into subcontractor arrangements, however, bidders shall acknowledge in their Quotes total responsibility for the entire contract.

If the bidder intends to subcontract for portions of the work, the bidder shall identify all subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the bidder under the terms of this RFQ is also required for each subcontractor. The Contractor shall be the single point of contact for all subcontract work. Unless provided for in the contract with the State, the Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

4.1.11.1 SUBCONTRACTOR REFERENCES – TAB 10

For each subcontractor, the bidder should submit (3) three references supporting the capabilities of the subcontractor(s) as they relate to this RFQ.

4.1.12 FORMS REQUIRED WITH QUOTE – TAB 11

4.1.12.1

Bidders shall submit those additional documents listed in Section 8.0.

4.1.12.2 CONFLICT OF INTEREST DISCLOSURE

Participation in the EAF Contractor pool by any firm that is owned directly or through a subsidiary of the selected Program Manager or where the Program Manager or its principals have interests will be prohibited. As part of the technical Quote, the bidder must provide a statement certifying that there will be such relationship.

4.2 COST QUOTE PRICE SCHEDULE/SHEET

The bidder must submit its pricing using the format set forth in the State-supplied price sheet/schedule(s) accompanying this RFQ. Failure to submit all information required will result in the Quote being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

The bidder must set forth how its GSA hourly rates will be applied to the firm fixed price tasks specified within these price schedules. The bidder may offer hourly rates more competitive than its GSA pricing but may not increase said rates.

Payment to the Program Manager for special projects not included within the firm fixed price lines will be based upon the hourly rates bid. For EAF Contractors, payments for Tier 3 assessments will be based upon the hourly rates bid.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **three (3)** years. The anticipated "Contract Effective Date" is provided on the signatory page accompanying this RFQ. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for all or part of **two (2),** one-year periods, by the mutual written consent of the contractor and the Director at the same terms, conditions, and pricing at the rates in effect in the last year of the contract or rates more favorable to the State.

5.2 CONTRACTOR RESPONSIBILITIES

Each contractor shall have sole responsibility for the complete effort, tasks and duties allocated to it in the contract. Payment will be made only to contractors. Each contractor shall have sole responsibility for all payments due to any of its subcontractors.

Each 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 the contract. Each 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 contract shall not in any way relieve a 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 a contractor's performance of this contract.

5.3 SUBSTITUTION OF STAFF

The 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 contractor has received written approval to proceed from the State Contract Manager.

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor shall identify the substitute personnel and the work to be performed. The 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.

5.4 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Sections 5.8 and 5.9 of the State of NJ Standard Terms and Conditions accompanying this RFQ.

The contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to

the Director for final approval. No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

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

The 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 contractor in its Quote.

5.5 OWNERSHIP OF MATERIAL

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

Should the bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the Quote. Otherwise, the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property ("Background IP") in its Quote, then the Background IP owned by the bidder on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the bidder. Upon contract award, the bidder or contractor shall grant the State a non-exclusive, perpetual royalty free license to use any of the bidder/contractor's Background IP delivered to the State for the purposes contemplated by the contract.

Auditing firm working papers remain the property of the auditing firm in accordance with standards issued by the American Institute of Certified Public Accountants (AICPA). While considered confidential information, the State recognizes that the firm may be requested to make certain working papers available to regulatory agencies pursuant to authority given by law or regulation. In such instances, access to the working papers may be provided to these agencies based upon AICPA standards and under supervision of the firm.

5.6 SECURITY AND CONFIDENTIALITY

5.6.1 DATA CONFIDENTIALITY

All financial, statistical, personnel, customer and/or technical data supplied by the State to the contractor are confidential. The contractor must secure all data from manipulation, sabotage, theft or breach of confidentiality. The 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 contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the 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 contractor shall assume total financial liability incurred by the contractor associated with any breach of confidentiality.

The contractor and all project staff including its subcontractor(s) must complete and sign confidentiality and non-disclosure agreements provided by the State and require all staff to view yearly security awareness and confidentiality training modules provided by the contractor. It shall be the 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.

Security clearance/background check for all contractors and project staff must be obtained and provided to the State (to protect the State of New Jersey from losses resulting from contractor employee theft, fraud or dishonesty) upon request. 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.

5.6.2 SECURITY STANDARDS

1. Network Security: The contractor shall maintain the contractor's network security that – at a minimum – includes: network firewall provisioning, intrusion detection and prevention, vulnerability assessments and regular independent third party penetration testing. The contractor shall maintain network security that conforms to one of the following:

    A. 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
    or
    B. Any recognized comparable security standard that the contractor then applies to its own infrastructure and is approved by the NJ Office of Information Technology (NJOIT). Industry standards such as ISO 27002, PCI Data Security Standard and ISF Standard of Good Practice, align with security best practices from SANS and CISecurity.

- The contractor shall be subject to the same security and infrastructure review processes that are required by NJOIT and its partner Departments and Agencies. The contractor shall submit relevant documentation and participate in the System Architecture Review (SAR) process.

- For "outsourced hosting services", the contractor must demonstrate the ability to not only secure the physical application infrastructure utilizing the above mentioned

security requirements, but also control and secure physical access to the application hosting facilities, the racks supporting network infrastructure and processing server equipment, web, application and database servers.

- If the contractor is not supplying "dedicated" hardware resources to host State of New Jersey applications and data, the contractor must demonstrate its strategy to maintain application and/or stack isolation using commercially available security devices to maintain security zones, routing isolation and access control to infrastructure devices and access/security logging (AAA) within its infrastructure.

- The contractor shall provide a detailed system design document showing a Network Plan, Disaster Contingency Plan and Security Plan. Logical and physical diagrams are required.

2. Application Security: The contractor at a minimum shall run application vulnerability assessment scans during development and system testing. Vulnerabilities shall be remediated prior to production release.

    1. All systems and applications shall be subject to Vulnerability Assessment scans on a regular basis.

3. Data Security: The contractor at a minimum shall protect and maintain the security of data in accordance with generally accepted industry practices and to the standards and practices required by NJOIT.

    - 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).

    - 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. Contractor shall also conform to Payment Card Industry (PCI) Data Security Standard.

4. Data Transmission: The contractor shall 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 contractor shall only transmit or exchange data with the State of New Jersey or other parties through secure means supported by current technologies. The contractor shall 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.

5. Data Storage: All data provided by the State of New Jersey or gathered by the contractor on behalf of the State of New Jersey 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 Project Manager.

6. Data Scope: All provisions applicable to 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.

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

8. Data Breach: Unauthorized Release Notification: The contractor shall 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 contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), the contractor shall assume responsibility for informing the State Contract Manager 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.

9. End of Contract Data Handling: Upon termination of this Contract the Contractor shall erase, destroy, and render unreadable all Contractor copies of State data according to the standards enumerated in accordance with the State's Information Disposal and Media Sanitation policy, 09-10-NJOIT (www.nj.gov/it/ps) and certify in writing that these actions have been complete within thirty (30) days of the termination of this Contract or within seven (7) days of the request of an agent of the State whichever shall come first.

10. Security Audit: The 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.

5.6.3 SECURITY PLAN

After contract award, the 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 contractor's security plan must, at a minimum, provide security measures for the following areas:

- Facilities Physical Security
- System Security
- System Data Security
- Administrative and Personnel Security

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

The 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 contractor shall highlight security features of the system.

In addition, the security plan shall identify and define:

- Regulations and security requirements – how the contractor will address security requirements such as PCI, HIPAA, FISMA and etc.
- System, Administrative and Personnel Security - the security responsibilities of and supervision required for information owned and/or operated by the 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.
- Workforce Security - the control process for hiring and terminating of contractor's employees, and method used for granting and denying access to the contractor's network, systems and applications. Identify and define audit controls when employment of the employee terminates.
- Role based security access – the products and methods for role based security and access to the contractor's infrastructure and access to the State's infrastructure.
- Password Management – the appropriate password management controls to meet defined regulation or security requirements.
- Logging / Auditing controls – the contractor's audit control methods and requirements.
- Incident Management – the methods for detecting, reporting and responding to an incident, vulnerabilities and threats.
- Vulnerability / Security Assessment – the products and methods used for scanning contractor's infrastructure for vulnerabilities and remediation of the vulnerabilities. Identify and define methods used for initiating and completing security assessments.
- 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.
- Firewall – the products and methods for firewall control process and intrusion detection methodology.
- Database – the products and methods for safeguarding the database(s).
- Server and infrastructure – the products and methods for "hardening" of the hardware' operating systems.
- Transmission - the products and methods on how its system addresses security measures regarding communication transmission, access and message validation.
- 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 contractor must be able to provide reports on an as-needed basis on the access or change for any file within the system.

5.7 NEWS RELEASES AND ADVERTISING

The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Director.

The contractor shall not use the State's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

5.8 LICENSES AND PERMITS

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its Quote.

5.9 CLAIMS AND REMEDIES

5.9.1 CLAIMS

All claims asserted against the State by the 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.

5.9.2 REMEDIES

Nothing in the 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.

5.9.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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

5.9.4 PERFORMANCE STANDARDS AND GUARANTEES

Effective and efficient operation of the project is necessary to promote the best interests of all parties, especially the public. 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. As a result, situations may arise where the imposition of liquidated damages may be required to compensate for the failure to meet performance standards.

If the contractor fails to meet any of the performance standards or conditions of the contract, the State may withhold payment for damages from the fees or premiums due to the contractor in an amount equal to the damages stated in this section. Such payments shall not relieve the contractor of its obligation to remedy any breach of the performance standards to which they relate. Nothing in this section shall limit the State's right to seek damages or any other remedy at law or equity not specified in this section.

EAF CONTRACTORS:

Scope Description	Performance Requirement	Time Frame	Performance Guarantee
Delivery on Task Orders	Contractor will complete 90% of Task Order Scopes of Work as per issued Task Order within the time frame required	Ongoing; monthly time period	5% reduction in per unit fee of previous months Task Orders
Quality of Environmental/ Historic review work	Contractor required to deliver Environmental clearance and investigation work in a quality manner requiring minimal follow up by DEP or Program Manager	30 calendar days from contract effective date	10% of retainage calculated quarterly

PROGRAM MANAGER:

Scope Description	Performance Requirement	Time Frame	Performance Guarantee
Start up of Program	Deliver a complete set of policies and procedures and staffing plan to manage the workflow	30 calendar days from contract effective date	1% per day delay as per Line No. 1 of the price sheet
Create MIS System	Establish operational MIS System for data management and processing within 30 days of contract signing; incorporate previously existing data into system within 45 calendar days of contract signing	30 calendar days from contract effective date	1% per day delay as per No. 2 of the price sheet
Core Services Processing	Manage the flow of projects, Task Orders, and EAF Contractors to achieve turn- around time goals for the Using Agencies. Assist DEP in meeting all obligations under its MOA with DCA	Reviewed Quarterly	Partial 5% retainage release may be approved by State Contract Manager based upon achieving Performance Requirement for DEP as outlined in its agreement with DCA
Administrative/ Quality Assurance/ Audit/Monitoring	Ensure that any program audits and reviews result in no material findings	Ongoing Monitoring	Partial release of 5% of retainage to date may be released at the end of Year 1

5.9.4.1 PERFORMANCE STANDARDS AND GUARANTEES ASSESSMENT PROCEDURE

Prior to the assessment of any of the damages in this section, the State shall provide written notice to the contractor specifying the nature and details of each violation, including reference to the section(s) under which the damages are proposed to be assessed and the amount of the assessment. The State's notice, which will be sent to the contractor after receipt of the contractor's measurement report, will specify whether the contractor will be required to pay the amount of the assessment to the State or whether the assessed amount will be withheld from the contractor's next payment(s).

Payment of the contractor’s invoice without resolution of such claims, shall be without prejudice to the contractor’s and State’s rights and obligations to continue to attempt to resolve such claims or if they are not resolved, assess performance guarantees therefore.

The State’s decision not to invoke performance guarantees in any instance of performance deficiency shall not be deemed to be a waiver of the State’s right to invoke performance guarantees in any other instance.

5.10 LATE DELIVERY

The contractor must immediately advise the State Contract Manager of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain.

5.11 RETAINAGE

DEP will retain ten percent (10%) of each invoice submitted. Following certification by the State Contract Manager that all services have been satisfactorily performed, the balance of the retainage will be released to the contractor at the end of the contract expiration.

Retain is not in lieu of any damages incurred because of the contractor's negligence in performance of the contract. The State reserves the right to partially release or nor release any retainage held if the performance guarantees are not met in accordance with Section 5.9.4 of this RFQ.

5.12 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

The contractor shall not begin performing any additional work or special projects beyond Task Orders and the additional assessment activities described in Section 3.2.9 without first obtaining written approval from both the State Contract Manager and the Director.

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

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

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

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

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

5.13 MODIFICATIONS AND CHANGES TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS

5.13.1 INDEMNIFICATION

Section 4.1 of the State of NJ Standard Terms and Conditions is supplemented with the following:

> **4.1 Indemnification**
>
> The contractor's liability to the State for actual, direct damages resulting from the contractor's performance or non-performance, or in any manner related to the contract, for any and all claims, shall be limited in the aggregate to 500 % of the value of the contract, except that such limitation of liability shall not apply to the following:
>
> 1. The 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 contractor under the contract caused by negligence or willful misconduct of the contractor;
>
> 2. The contractor's breach of its obligations of confidentiality; and,
>
> 3. Contractor's liability with respect to copyright indemnification.
>
> The contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 4.2 of the State of NJ Standard Terms and Conditions.
>
> The contractor shall not be liable for special, consequential, or incidental damages.

5.13.2 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

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

> d. Professional Liability Insurance: The contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the contractor from any liability arising out the professional obligations performed pursuant to the requirements of the contract. The insurance shall be in the amount of not less than $5,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

5.14 PROGRAM EFFICIENCY ASSESSMENT

The State Using Agencies shall be charged an assessment equal to one-quarter of one percent (0.25%) of the value of all transactions under this contract. This assessment is authorized by

N.J.S.A. 52:27B-56 and N.J.A.C. 17:12-1.5, to maintain the State's procurement system at a level to meet industry standards of efficiency.

6.0 QUOTE EVALUATION

6.1 RIGHT TO WAIVE

The Director reserves the right to waive minor irregularities. The Director also reserves the right to waive a requirement provided that:

(1) the requirement is not mandated by law;

(2) all of the otherwise responsive Quotes failed to meet the mandatory requirement; and

(3) in the sole discretion of the Director, the failure to comply with the mandatory requirement does not materially affect the procurement or the State's interests associated with the procurement.

6.2 DIRECTOR'S RIGHT OF FINAL QUOTE ACCEPTANCE

The Director reserves the right to reject any or all Quotes, 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 contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie Quotes will be awarded by the Director in accordance with N.J.A.C.17:12-2.10.

6.3 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES

The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

The State may also consult with clients of the bidder during the evaluation of bids. Such consultation is intended to assist the State in making a contract award which 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 contract award, including factors necessary to evaluate the bidder's financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the Quote price was determined.

6.5 QUOTE EVALUATION COMMITTEE

Quotes 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

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

After the Quotes are reviewed, one, some or all of the bidders may be asked to clarify certain aspects of their Quotes. 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, except to the extent that correction of apparent clerical mistakes results in a modification.

The bidder may be required to give an oral presentation to the State concerning its Quote.

Bidders may not attend the oral presentations of their competitors.

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

6.7 EVALUATION CRITERIA

Technical evaluation will first be performed for bidders competing to be the Program Manager. The evaluation will then progress to bidders competing to be an EAF Contractor.

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate Quotes received in response to this RFQ. 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

a. Personnel: The qualifications and experience of the bidder's management, supervisory, and key personnel assigned to the contract, including the candidates recommended for each of the positions/roles required.

b. Experience of firm: The bidder's documented experience in successfully completing contracts of a similar size and scope in relation to the work required by this RFQ.

c. Ability of firm to complete the Scope of Work based on its Technical Quote: The overall ability of the bidder to undertake and successfully complete the technical requirements of the contract in a timely manner.

6.7.2 BIDDER'S COST QUOTE

For evaluation purposes, bidders' Quote sheets will be evaluated and ranked based on an analysis of competitive range and cost reasonableness based on the price lines of all responsive and responsible bidders. Bidders will be selected for contract award based on the bid prices, but the reasonableness of costs, will be determined on the basis of a specific Task Order.

6.7.3 QUOTE DISCREPANCIES

In evaluating Quotes, 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.

6.7.4 EVALUATION OF THE QUOTES

After the Evaluation Committee completes its evaluation, it recommends to the Director for award the responsible bidder(s) whose Quote, conforming to this RFQ, is most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process and makes a recommendation to the Director. The Director may accept, reject or modify the recommendation of the Evaluation Committee. Whether or not there has been a negotiation process as outlined in Section 6.8 below, the Director reserves the right to negotiate price reductions with the selected bidder.

6.8 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

After evaluating Quotes, the Division may enter into negotiations with one bidder or multiple bidders. 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 bidder or multiple bidders. Negotiations will be structured by the Division to safeguard information and ensure that all bidders are treated fairly.

Similarly, the Division may invite one bidder or multiple 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 is not equal to or lower in price than the pricing offered in the bidder's original Quote will be rejected as non-responsive and the State will revert to consideration and evaluation of the bidder's original pricing.

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

After evaluation of Quotes and as applicable, negotiation(s) and/or BAFO(s), the Division will recommend, to the Director, the responsible bidder(s) whose Quote(s), conforming to the RFQ, is/are most advantageous to the State, price and other factors considered. The Director may accept, reject or modify the recommendation of the Division. The Director may initiate additional negotiation or BAFO procedures with the selected bidder(s).

Negotiations will be conducted only in those circumstances where they are deemed by the Division or Director to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the bidder is advised to submit its best technical and price Quote in response to this RFQ since the State may, after evaluation, make a contract award based on the content of the initial submission, without further negotiation and/or BAFO with any bidder.

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

NOTE: If the Division contemplates negotiation, Quote prices will not be publicly read at the Quote submission opening. Only the name and address of each bidder will be publicly announced at the Quote submission opening.

6.9 COMPLAINTS

A bidder with a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to Section 5.7.b of the State of NJ Standard Terms and Conditions accompanying this RFQ may be bypassed for an award issued as a result of this RFQ.

7.0 CONTRACT ADMINISTRATION

7.1 CONTRACT MANAGER

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

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

7.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use of the Contract and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

7.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

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

8.0 ADDITIONAL REQUIREMENTS

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

Ownership Disclosure Form
www.state.nj.us/treasury/purchase/forms/StandardRFPForms.pdf

Disclosure of Investigations and Other Actions Involving Bidder Form
www.state.nj.us/treasury/purchase/forms/StandardRFPForms.pdf

Disclosure of Investment Activities in Iran
www.state.nj.us/treasury/purchase/forms/StandardRFPForms.pdf

Certification of MacBride Principles and Northern Ireland Act of 1989
www.state.nj.us/treasury/purchase/forms/MacBride.pdf

Subcontractor Utilization Form
www.state.nj.us/treasury/purchase/forms/SubContractingForms.pdf

New Jersey Standard Terms and Conditions **(must sign last page of the document)**
www.state.nj.us/treasury/purchase/forms/pbst.pdf

Source Disclosure Certification Form
www.state.nj.us/treasury/purchase/forms/sdcertificationform.pdf

The following documents should be completed and submitted with the Bidder's Quote but must be submitted prior to contract award:

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

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

NOTE: A copy of a valid New Jersey Business Registration must be submitted prior to contract award. If not already registered with the New Jersey Division of Revenue, registration can be completed online at the Division of Revenue website: www.state.nj.us/treasury/revenue/
www.nj.gov/treasury/revenue/gettingregistered.shtml

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

Pricing for services required under this RFQ will be a blend of firm fixed rates and hourly rates. Bidders must complete all price cells within the Price Schedule or be deemed non-responsive. Bidders should not provide pricing for cells marked "N/A".

Cost Quote Price Schedule 1 Program Manager – Firm Fixed Pricing

Line No.	Description	Unit	Estimated Quantity (A)	Year 1 (B)	Year 1 Total (A) * (B)	Year 2 (C)	Year 2 Total (A) * (C)	Year 3 (D)	Year 3 Total (A) * (D)
1	Program Start Up Section 3.1.1	Task	1	$	$	N/A	N/A	N/A	N/A
2	Establish IT System Section 3.1.2	Task	1	$	$	N/A	N/A	N/A	N/A
3	Maintenance of IT System Section 3.1.2	Month	12	$	$	$	$	$	$
4	Training Section 3.1.7	Month	12	$	$	$	$	$	$
5	Quality Assurance, Monitoring, & Tracking Sections 3.1.8 through 3.1.10	Month	12	$	$	$	$	$	$
6	Document Management & Retention Section 3.1.12	Month	12	$	$	$	$	$	$
7	Preliminary review before task out and assignment to EAF Contractors	Each	20,000	$	$	$	$	$	$
8	Preliminary review before task out and assignment to EAF Contractors (Volume 0 to 10,000)	Each	10,000	$	$	$	$	$	$
9	Preliminary review before task out and assignment to EAF Contractors (Volume 10,0001 to 20,000)	Each	10,000	$	$	$	$	$	$
10	Preliminary review before task out and assignment to EAF Contractors (Volume >20,0001)	Each	10,000	$	$	$	$	$	$
11	Specialized study reviews and assignments (Volume 0 to 10,000)	Each	10,000	$	$	$	$	$	$

12	Specialized study reviews and assignments (Volume 10,001 to 20,000)	Each	10,000	$	$	$	$	$	$
13	Specialized study reviews and (Volume >20,000)	Each	10,000	$	$	$	$	$	$
14	Section 106 and State Historic Preservation Reviews (Volume 0 to 10,000)	Each	10,000	$	$	$	$	$	$
15	Section 106 and State Historic Preservation Reviews (Volume 10,0001 to 20,000)	Each	10,000	$	$	$	$	$	$
16	Section 106 and State Historic Preservation Reviews (Volume >20,000)	Each	10,000	$	$	$	$	$	$

Cost Quote Price Schedule 2 Program Manager –Loaded Hourly Rate Pricing

A bidder MUST fit its existing personnel and that of proposed subcontractors into the following Labor Titles.

Line #	Labor Title	Hourly Rate Year 1	Hourly Rate Year 2	Hourly Rate Year 3
Office, Management, and IT Development Staff				
17	Project Manager	$	$	$
18	Assistant Project Manager	$	$	$
19	Company Chief Executive	$	$	$
20	Program Development Specialist	$	$	$
21	Facilities Operations Manager	$	$	$
22	Information Technology Manager	$	$	$
23	Data Base Manager	$	$	$
24	Programmer 1 –Senior Level	$	$	$
25	Programmer 2–Junior Level	$	$	$
26	Administrative Support Staff/Data Entry	$	$	$
27	Chief Accountant	$	$	$
28	Staff Accountant	$	$	$
29	Accounting Assistant	$	$	$
30	Contract Manager	$	$	$

Project Field Staff				
31	Field Manager	$	$	$
32	Subcontractor Manager	$	$	$
33	Environmental Specialist1	$	$	$
34	Environmental Specialist 2	$	$	$
35	Environmental Engineer 1	$	$	$
36	Environmental Engineer 2	$	$	$
37	GIS Specialist 1 –Senior Level	$	$	$
38	GIS Specialist 2 –Junior Level	$	$	$
39	Historic Preservation Specialist1	$	$	$
40	Historic Preservation Specialist 2	$	$	$
41	Architect	$	$	$
42	Engineering Aide	$	$	$
43	Field Associate	$	$	$
44	Staff/Project Assistant	$	$	$

Cost Quote Price Schedule 2 EAF Contractor –Firm Fixed Pricing

Pricing for services required under this RFQ will be a blend of firm fixed rates and hourly rates. Bidders must complete all price cells within the Price Schedule or be deemed non-responsive.

Line No.	Description	Unit	Estimated Quantity (A)	Year 1 (B)	Year 1 Total (A) * (B)	Year 2 (C)	Year 2 Total (A) * (C)	Year 3 (D)	Year 3 Total (A) * (D)
1	Base Price per application for Exempt (Volume 1 to 100) Section 3.2.2	Each	100	$	$	N/A	N/A	N/A	N/A
2	Base Price per application for Exempt (Volume 101 to 200) Section 3.2.2	Each	100	$	$	N/A	N/A	N/A	N/A
3	Base Price per application for Exempt (Volume >200) Section 3.2.2	Each	100	$	$	$	$	$	$
4	Base Price per application (Fixed Fee) for Categorically Excluded Subject to 58.5 (Volume 1 to 100) Section 3.2.4	Each	100	$	$	$	$	$	$
5	Base Price per application (Fixed Fee) for Categorically Excluded Subject to 58.5 (Volume 101 to 200) Section 3.2.4	Each	100	$	$	$	$	$	$
6	Base Price per application (Fixed Fee) for Categorically Excluded Subject to 58.5 (Volume GT 200? Section 3.2.4	Each	100	$	$	$	$	$	$
7	Base Price per application (Fixed Fee) for non-tiered Environmental Assessments (Volume 1 to 100) Section 3.2.2	Each	100	$	$	$	$	$	$
8	Base Price per application (Fixed Fee) for non-tiered Environmental Assessments (Volume 101 to 200) Section 3.2.2	Each	100	$	$	$	$	$	$

9	Base Price per application (Fixed Fee) for non-tiered Environmental Assessments (Volume GT 200) Section 3.2.2	Each	100	$	$	$	$	$	$
10	Base Price per application for Tier 2 Site Specific Reviews (Volume 1-100) Section 3.2.8	Each	100	$	$	$	$	$	$
11	Base Price per application for Tier 2 Site Specific Reviews (Volume 101-200) Section 3.2.8	Each	100	$	$	$	$	$	$
12	Base Price per application for Tier 2 Site Specific Reviews (Volume GT 200) Section 3.2.8	Each	100	$	$	$	$	$	$
13	FEMA Addendum Section 3.2.3, 3.2.8	Each	UNK	$	$	$	$	$	$
14	Reporting Functions Section 3.2.13, 3.2.14,3.2.15	Month	12	$	$	$	$	$	$
15	Environmental Impact Statement Fee Section 3.2.2	Each	UNK	$	$	$	$	$	$

Cost Quote Price Schedule 2 EAF Contractor –Loaded Hourly Rate Pricing

A bidder must fit its existing personnel and that of proposed subcontractors into the following Labor Titles.

Line #	Labor Title	Hourly Rate Year 1	Hourly Rate Year 2	Hourly Rate Year 3
Office and Management Staff				
16	Principal	$	$	$
17	Program Director	$	$	$
18	Task manager	$	$	$
Project Field Staff				
19	Field Manager	$	$	$
20	Field Professional	$	$	$
21	Principal/Senior EnvH. Scientist/Engineer/ Architect	$	$	$
22	Principal/Senior Biologist	$	$	$
23	Principal/Senior Historic Preservation Specialist	$	$	$
24	Senior Hydrogeolgist	$	$	$
25	Junior Hydrogeolgist	$	$	$
26	Field Associate	$	$	$
27	Field Observer	$	$	$
28	Staff Environmental Scientist, Engineer, Architect	$	$	$
29	Hydrogeologist	$	$	$
30	Senior Technician	$	$	$
31	Junior Technician	$	$	$
32	Senior GIS Specialist	$	$	$
33	Junior GIS Specialist	$	$	$
34	Administrative Support/Data Entry	$	$	$

PROGRAMMATIC AGREEMENT AMONG THE FEDERAL EMERGENCY MANAGEMENT AGENCY, THE NEW JERSEY STATE HISTORIC PRESERVATION OFFICER, THE NEW JERSEY STATE OFFICE OF EMERGENCY MANAGEMENT, THE ADVISORY COUNCIL ON HISTORIC PRESERVATION, THE ABSENTEE SHAWNEE TRIBE OF INDIANS OF OKLAHOMA THE DELAWARE NATION, THE DELAWARE TRIBE OF INDIANS, THE SHAWNEE TRIBE OF OKLAHOMA, AND THE STOCKBRIDGE MUNSEE BAND OF MOHICANS AS A RESULT OF HURRICANE SANDY

WHEREAS, the mission of the Federal Emergency Management Agency (FEMA) of the Department of Homeland Security is to support our citizens and first responders to ensure that as a nation we work together to build, sustain, and improve our capability to prepare for, protect against, respond to, recover from, and mitigate all hazards; and

WHEREAS, as a result of Hurricane Sandy (DR-4086-NJ) (Disaster Declaration), FEMA proposes to administer Federal disaster assistance programs set forth in Appendix A (Programs), pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288 (1974) (codified as amended at 42 U.S.C. § 5121 *et seq.*) (Stafford Act); the National Flood Insurance Act of 1968, Pub. L. No. 90-448 (1968) (as amended); the Flood Disaster Protection Act of 1973, Pub. L. No. 93-234 (1973) (as amended); the National Flood Insurance Reform Act of 1994, Pub. L. No. 103-325 (1994) (as amended); and implementing regulations contained in Title 44 of the Code of Federal Regulations (C.F.R.).

WHEREAS, FEMA has determined that implementation of its Programs may result in Undertakings (as defined by 16 U.S.C. § 470w and 36 CFR § 800.16(y)) that may affect properties listed in or eligible for listing in the National Register of Historic Places (National Register) pursuant to 36 CFR Part 60 (historic properties), and FEMA has consulted with the New Jersey State Historic Preservation Officer (SHPO) and Advisory Council on Historic Preservation (ACHP) pursuant to Section 106 of the National Historic Preservation Act (NHPA), Pub. L. No. 89-665 (1966) (codified as amended at 16 U.S.C. § 470f) and Section 110 of NHPA (codified as amended at 16 U.S.C. §470h-2), and the Section 106 implementing regulations at 36 CFR Part 800; and

WHEREAS, FEMA, ACHP, and SHPO have determined that FEMA's Section 106 requirements can be more effectively and efficiently implemented and delays to the delivery of FEMA assistance minimized if a programmatic approach is used to stipulate roles and responsibilities, exempt certain Undertakings from Section 106 review, establish protocols for consultation, facilitate identification and evaluation of historic properties, and streamline the assessment and resolution of adverse effects; and

WHEREAS, in order to implement its Programs, FEMA will provide assistance to the State of New Jersey that may provide monies and other assistance to eligible subgrantees, and as such, the New Jersey Office of Emergency Management (OEM) that is typically responsible for administering funds provided under these Programs, has participated in this consultation, and has invited OEM to execute this Agreement as an invited signatory party; and

WHEREAS, FEMA has determined that its Programs may result in Undertakings with the potential to affect historic properties having religious and cultural significance to Indian Tribes, including sites that may contain human remains and/or associated cultural items; and

WHEREAS, FEMA recognizes that the Absentee Shawnee Tribe of Indians of Oklahoma, the Delaware Nation, the Delaware Tribe of Indians, the Shawnee Tribe of Oklahoma, and the Stockbridge-Munsee Band of the Mohicans (Tribes) may have sites of religious and cultural significance and in meeting its Federal trust responsibility, FEMA has engaged in government-to-government consultation with the Tribes, and pursuant to 36 CFR § 800.2 (c)(2)(ii)(E) has invited the Tribes to enter into an agreement that specifies how FEMA and the Tribes will carry out Section 106 responsibilities, including the confidentiality of information.

WHEREAS, notwithstanding the aforementioned invitation to enter into an agreement, FEMA has invited the Absentee Shawnee Tribe of Indians of Oklahoma, the Delaware Nation, the Delaware Tribe of Indians, the Shawnee Tribe of Oklahoma, and the Stockbridge-Munsee Band of the Mohicans to enter into this Agreement each as an invited signatory party to fulfill the requirements of Section 106; and

WHEREAS, FEMA may invite additional Tribes that may have sites of religious and cultural significance to enter into the terms of this Agreement; and

WHEREAS, FEMA also may perform its own Undertakings in order to implement its Programs; and

WHEREAS, in anticipation or in the immediate aftermath of the Disaster Declaration, impacted communities in the State of New Jersey and/or affected Tribes may conduct critical preparedness and response and recovery activities to safeguard public health and safety and to restore vital community services and functions. Some of these activities may become Undertakings requiring Section 106 review subject to the terms of this Agreement, and FEMA shall coordinate the appropriate review as warranted; and

NOW, THEREFORE, FEMA, ACHP, SHPO as signatories, and OEM and participating Tribes as the invited signatories agree that the Programs in the State of New Jersey shall be administered in accordance with the following Stipulations to satisfy FEMA's Section 106 responsibilities for all resulting Undertakings and effectively integrate historic preservation compliance considerations into the delivery of FEMA assistance. FEMA will not authorize implementation of an individual Undertaking until Section 106 review of the project is completed pursuant to this Agreement.

STIPULATIONS

To the extent of its legal authority, and in coordination with the other signatories and invited signatories, FEMA will require that the following measures be implemented:

I. GENERAL

A. Applicability

1. This Agreement terminates and fully supersedes the Agreement among FEMA and SHPO, executed on June 18, 2010 upon its execution by all signatory parties.

2. For FEMA undertakings that also are within the jurisdiction of the Federal Communications Commission's (FCC) and within the scope of its Section 106 Programmatic Agreements for communication facilities, FEMA defers Section 106 review in accordance with the ACHP Program Comment of October 23, 2009. The approval of funding for the FEMA Undertaking will be conditioned on the compliance of the subgrantee with FCC's applicable Section 106 review, including any required consultation with participating Tribes. FEMA will notify the SHPO when it applies the ACHP Program Comment to an Undertaking.

3. Other Federal agencies providing financial assistance for Program activities covered under the terms of this Agreement may, with the concurrence of ACHP, FEMA and SHPO, satisfy their Section 106 responsibilities by accepting and complying with the terms of this Agreement." Other Federal Agencies" may include Departments of the State or municipalities providing funds and acting as the Responsible Entity pursuant to 24 CFR Part 58. In such situations, the Federal Agency shall notify FEMA, SHPO and ACHP in writing of their intent to use this Agreement to achieve compliance with Section 106 requirements, and consult with those agencies regarding its section 106 compliance. Resumes of staff who meet the Secretary's Professional Qualification Standard and will review Tier II projects will be included with the notification. The Federal agency may utilize this Agreement to satisfying its Section 106 responsibilities by executing the Addendum included in Appendix E. The Agreement will be effective for the Federal agency on the date the Addendum is executed by SHPO, FEMA and ACHP.

4. This Agreement may apply to Undertakings involving multiple Federal agencies and where some or all of the Federal agencies involved in the Undertaking may designate FEMA as the lead Federal agency pursuant to 36 CFR § 800.2(a)(2) with appropriate notification to the ACHP. FEMA will act on the collective behalf of the agencies to fulfill all Section 106 responsibilities. When FEMA is not designated the lead Federal agency, all Federal agencies, including FEMA, remain individually responsible for their compliance with Section 106 and 36 CFR Part 800.

5. As a result of the Disaster Declaration, State, Tribal and local governments may lack the capability to perform or to contract for emergency work, and instead request that the work be accomplished by a Federal agency. Through a mission assignment (MA), FEMA may direct appropriate Federal agencies to perform the work. This Agreement will apply to such Federal assistance undertaken by or funded by FEMA pursuant to Titles IV and V of the Stafford Act and 44 CFR Part 206.

6. If another Federal program or Federal agency has reviewed and approved an Undertaking under Section 106 of the NHPA within the past ten (10) years, FEMA has no further requirement for Section 106 review provided that it confirms that the scope and effect [as defined by 36 CFR § 800.16(i)] of the Undertaking as reviewed by the previous agency has not changed, and SHPO/Tribal consultation and concurrence are documented. FEMA shall document these findings to the project files in order to confirm that the requirements of Section 106 have been satisfied.

7. Should FEMA, in consultation with SHPO and participating Tribes, determine that the previous Section 106 review was insufficient or involved interagency disagreements on eligibility, effect, or mitigation, FEMA shall conduct additional Section 106 review in accordance with the terms of this Agreement.

8. Pursuant to 44 CFR § 206.110(m), assistance to individuals and households provided under 44 CFR Part 206, Subpart D and Section 408 of the Stafford Act, including funding for owner occupied home repair and replacement, content replacement, personal property, transportation and healthcare expenses, is exempt from the provisions of Section 106. For ground disturbing activities, and construction related to 44 CFR §§ 206.117(b)(1)(ii) (temporary housing), 206.117(b)(3) (replacement housing), 206.117(b)(4) (permanent housing construction), and 206.117(c)(1)(vi) (privately owned access routes), FEMA will conduct Section 106 review under the terms of this agreement

9. FEMA has determined that the types of activities listed below have limited or no potential to affect historic properties and FEMA has no further Section 106 responsibilities, pursuant to 36 CFR § 800.3(a)(1). If the activities listed below appear to have the potential to directly affect either archeological resources or standing structures, FEMA will consult in accordance with stipulation II of this agreement.

    a. Administrative actions such as personnel actions, travel, procurement of services, supplies (including vehicles and equipment) for the support of day-to-day and emergency operational activities, and the temporary storage of goods provided storage occurs within existing facilities or on previously disturbed soils.

    b. Preparation, revision, and adoption of regulations, directives, manuals, and other guidance documents.

c. Granting of variances, and actions to enforce Federal, State, or local codes, standards or regulations.

d. Monitoring, data gathering, and reporting in support of emergency and disaster planning, response and recovery, and hazard activities.

e. Research and development of hazard warning systems, hazard mitigation plans, codes and standards, and education/public awareness programs.

f. Assistance provided for planning, studies, design and engineering costs that involve no commitment of resources other than staffing and associated funding.

g. Assistance provided for training, management and administration, exercises, and mobile/portable equipment purchases; with the exception of potential ground-disturbing activities and modification of existing structures.

h. Community Disaster Loans for funding to perform governmental functions for any eligible jurisdiction in a designated disaster area that has suffered a substantial loss of tax and other revenue.

i. Acquisition or lease of existing facilities where planned uses conform to past use or local land use requirements.

j. Funding the administrative action of acquiring properties in buyout projects, including the real estate transaction and excluding demolition. The Grantee will ensure that applicants agree to secure their property from physical alteration, illegal entry, and damage until any applicable requirements of this Agreement are fulfilled. The applicant community will agree to these terms as a condition of its acquisition grant before FEMA will release any related funding.

k. Reimbursement of a subgrantee's insurance deductible, when the deductible is the total FEMA eligible cost for the project.

l. Labor, equipment and materials used to provide security in the Disaster Declaration area, including lease, rental, purchase or repair of equipment or vehicles and payment for staff and contract labor.

m. Application of pesticides to reduce adverse public health effects, including aerial and truck-mounted spraying.

n. Unemployment assistance.

o. Distribution of food coupons.

p. Legal services.

q. Crisis counseling.

10. Any FEMA Programs authorized by the United States Congress in the future may be included in this Agreement in accordance with Stipulation IV.A, Amendments. Any change in the FEMA name, Programs, or organizational structure will not affect this Agreement.

B. Roles and Responsibilities of FEMA, SHPO and OEM

1. FEMA:

a. FEMA will use Federal, Tribal, State, subgrantee, or contractor staff whose qualifications meet the relevant Secretary's Professional Qualifications Standards (Professional Qualifications) set forth in the Federal Register at 48 Fed. Reg. 44716-01 (September 29, 1983), as amended (Qualified), in completing identification and evaluation of historic properties and in making determinations of effects. FEMA will review any National Register eligibility determination and make its own findings of effect resulting from the performance of these activities prior to submitting such determinations to the SHPO and participating Tribes.

i. FEMA acknowledges that Tribes possess special expertise in assessing the National Register eligibility of properties with religious and/or cultural significance to them. Tribal leaders and, as appropriate, their representatives shall decide who meets qualifications/standards as defined by their Tribes for review of undertakings affecting properties with religious and/or cultural significance to Tribes.

b. In accordance with 36 CFR § 800.2(c)(4), FEMA may authorize OEM, or a subgrantee through OEM, to initiate the Section 106 process with the SHPO and any other consulting parties, but remains responsible for determinations of National Register eligibility and findings of effect made by the authorized party. FEMA will follow the process set forth in Stipulation I.B.1.a, FEMA Roles and Responsibilities, above and will notify the SHPO in writing when OEM or a subgrantee has been authorized to initiate consultation on FEMA's behalf. FEMA shall conduct all project consultation with Tribes.

c. Prior to authorizing the release of funds for individual undertakings requiring grant conditions pursuant to this Agreement, FEMA will inform OEM of all stipulations and conditions and ensure that they are understood so they can be adequately conveyed to subgrantees. FEMA will work in partnership with OEM to provide subgrantees with guidance on in-kind repair pursuant to *The Secretary of the Interior's Standards for the Treatment of Historic Properties 1995 (Standards)*, 36 CFR Part 68, or the most updated version, and techniques to avoid or minimize adverse effects to historic properties

d. FEMA shall provide the signatories and invited signatories with an annual report for the previous fiscal year by October 30 of each year that this Agreement is in effect. This annual report will summarize the actions taken to implement the terms of this Agreement, statistics on Undertakings reviewed, and recommend any actions or revisions to be considered, including updates to the appendices.

e. FEMA will confer annually and as necessary with signatories and invited signatories to this Agreement within 30 days after issuance of the annual report, to review the report and/or discuss issues and concerns in greater detail.

f. FEMA shall notify the SHPO and affected Tribes as soon as practicable following the Disaster Declaration and provide specific points of contact and other pertinent information about the Disaster Declaration.

g. FEMA shall convene an initial scoping meeting with the signatories and invited signatories as soon as practicable after the Disaster Declaration to address Declaration-specific issues and procedures.

h. FEMA shall ensure that all documentation resulting from Undertakings reviewed pursuant to this Agreement shall be consistent with applicable SHPO guidelines and the confidentiality provisions of 36 CFR § 800.11(c).

2. SHPO:

a. SHPO shall review FEMA's determination of the Areas of Potential Effect (APE), National Register eligibility determinations, and FEMA's effect findings and provide comments within timeframes required by this Agreement.

b. Upon request, the SHPO will provide FEMA/and or its designee(s) with available information about historic properties (such as access to online systems or site files, GIS data, survey information, geographic areas of concern). Such data sharing may be memorialized in an agreement. Only Qualified FEMA staff and/or its designee(s) shall be afforded access to protected cultural resources information.

c. As requested, SHPO staff will be available as a resource and for consultation through site visits, written requests, telephone conversations or electronic media. In those instances where consultation with SHPO has occurred, a written notice (via e-mail or regular mail) will be sent to SHPO to confirm any decisions that were reached.

d. The SHPO may delegate some or all of its responsibilities under this Agreement to Liaison(s). The Liaison(s) are not required to be members of SHPO staff. The SHPO will confer with FEMA about the selection of the SHPO Liaison(s), the scope of responsibilities delegated, and the implementing procedures related to the

actions and decisions delegated. FEMA and SHPO shall formally document their agreement regarding the SHPO Liaison(s).

e. The SHPO shall participate in an initial scoping meeting for the Disaster Declaration.

f. The SHPO shall coordinate with FEMA, to identify consulting parties, including any communities, organizations, or individuals that may have an interest in a specific Undertaking and its effects on historic properties.

g. SHPO shall participate in annual reviews convened by FEMA to review the effectiveness of this Agreement.

3. OEM:

a. OEM shall ensure that its subgrantees understand and acknowledge conditions and potential requirements that may be placed upon Undertakings as a result of Section 106 consultation and the provisions of this Agreement.

b. OEM shall ensure that subgrantees understand that failure to comply with the terms of this Agreement and any project-specific conditions could jeopardize FEMA funding.

c. OEM will notify FEMA as soon as possible of any proposed change to the approved scope of work and direct the subgrantee not to implement the changes to the proposed scope of work until any additional review required by this Agreement is complete.

d. OEM shall ensure that its subgrantees are made aware that in the event of an unexpected discovery involving an Undertaking that has affected a previously unidentified historic property, human remains, or affected a known historic property in an unanticipated manner, the subgrantee will comply with Stipulation III.B, Unexpected Discoveries.

e. OEM shall ensure that in its subgrant agreements, any scope of work involving ground disturbance, and resultant contracts to execute said work, provide for the protection of and notification protocols for unexpected discoveries of cultural material and human remains.

C. Tribal Consultation

1. Where no Tribal-specific consultation agreements or protocols are in place, FEMA shall consult with affected Tribes in accordance with 36 CFR Part 800 to determine if these Tribes will become a part of this agreement though the development and execution of a specific Appendix and thereby become participating Tribes. In

determining who the affected Tribes may be, FEMA may consult with the SHPO, Tribes, any State Tribal Agency, and access the National Park Service (NPS) Native American Consultation Database to identify Tribal geographic interests.

2. FEMA shall ensure that its consultations with other consulting parties shall not include the dissemination of information, when advised of data sensitivity by the affected Tribes, that might risk harm to an American Indian site or property of religious or cultural significance or that might impede the use of such a site by the affected Tribes in accordance with Section 304 of the NHPA and other applicable laws. Information provided is exempt from public knowledge and disclosure under the Freedom of Information Act (FOIA) by both Section 304 of the NHPA and Section 9 of the Archaeological Resources Protection Act (ARPA) (16 U.S.C. §470aa – 470mm).

3. As requested, staff of participating Tribes will be available as a resource and for consultation through site visits, written requests, telephone conversations or electronic media. In those instances where consultation with Tribes has occurred, a written notice (via e-mail or regular mail) will be sent to the Tribes to confirm any decisions that were reached.

D. Public Participation

1. FEMA recognizes that the views of the public are essential to informed decision making throughout the Section 106 review process. FEMA will notify the public of proposed Undertakings in a manner that reflects the nature, complexity, and effect(s) of the Undertaking, the likely public interest given FEMA's specific involvement, and any confidentiality concerns of affected Tribes, and private individuals and businesses.

2. FEMA will consult with OEM, the subgrantee, SHPO, and participating Tribes, to determine if there are individuals or organizations with a demonstrated interest in historic properties that should be made aware of an Undertaking. If such parties are identified or identify themselves to FEMA, FEMA will provide them with information regarding the Undertaking and its effect on historic properties, consistent with the confidentiality provisions of 36 CFR § 800.11(c).

3. In accordance with the outreach strategy developed for an Undertaking in consultation with the SHPO and participating Tribes, for involving the public, FEMA will identify the appropriate stages for seeking public input during the Section 106 process.

4. FEMA will consider all views provided by the public regarding an Undertaking and will consider all written requests of individuals and organizations to participate as consulting parties, and in consultation with the SHPO and participating Tribes, determine which should be consulting parties. FEMA will invite any individual or organization that will assume a specific role or responsibility outlined in a Section 106 agreement document to participate as a concurring party in that agreement document.

5. FEMA also may provide public notices and the opportunity for public comment or participation in an Undertaking through the public participation process of the National Environmental Policy Act (NEPA) and its implementing regulations set out at 44 CFR Part 10, and/or Executive Orders 11988 and 11990 relating to floodplains and wetlands as set out in 44 CFR Part 9, and Executive Order 12898, Environmental Justice, provided such notices specifically reference Section 106 as a basis for public involvement.

E. Timeframes: All time designations will be in calendar days unless otherwise stipulated. If any signatory or invited signatory does not object to FEMA's determination related to a proposed action within an agreed upon timeframe, FEMA may proceed to the next step in the review process as described in Stipulation II, Project Review. Due to the varied nature of Undertakings, the individual response times to FEMA's requests for comment/concurrence will vary. FEMA and consulting party agreed that communication via e-mail is official correspondence.

1. Under emergency conditions, the SHPO and participating Tribes will respond to any FEMA request for comments within three (3) business days after receipt, unless FEMA determines the nature of the emergency action warrants a shorter time period.

2. For Undertakings associated with the Individual Assistance (IA) and Public Assistance (PA) programs, the review time shall be a maximum of fifteen calendar (15) days for delineation of the Area of Potential Effect (APE), determinations of National Register eligibility and findings of effect.

3. For the Hazard Mitigation Grant Program (HMGP), the response time for each request for concurrence shall be a maximum of thirty calendar (30) days.

II. PROJECT REVIEW

A. Programmatic Allowances

1. If FEMA determines an Undertaking conforms to one or more of the Tier I or Tier II allowances in Appendix B of this Agreement, FEMA will complete the Section 106 review process by documenting this determination in the project file without SHPO and Tribal review or notification. When both Tier I and Tier II allowances are used together to review a project, review staff must meet relevant Secretary's Professional Standards for review for the Tier II allowances.

2. If the Undertaking involves a National Historic Landmark (NHL), FEMA shall notify the SHPO and participating Tribes (per guidance from Appendices D.1-D.5) and the NHL Program Manager in the NPS Northeast Regional Office that the activities meet allowance criteria. FEMA will provide information about the proposed scope of work for the Undertaking and the allowance(s) enabling FEMA's determination. Unless the

SHPO, participating Tribes, or NPS object or request more information within 15 days after their receipt of this documentation, FEMA will complete the Section 106 review.

3. If an Undertaking is not composed entirely of an allowance listed in Appendix B, FEMA will conduct Section 106 review for the entire Undertaking.

4. If the scope of work for a proposed undertaking includes activities that are not listed in the Allowances, FEMA shall complete the Section 106 review process in accordance with Stipulation II.C, Standard Project Review, as applicable.

5. Allowances may be revised and new allowances may be added to this Agreement in accordance with Stipulation IV.A.4, Amendments.

B. Expedited Review for Emergency Undertakings

1. As part of the Disaster Declaration process, FEMA will define the time interval during which the disaster causing incident occurs (the incident period, as defined in 44 CFR § 206.32(f)). FEMA may approve Federal assistance and/or funding for emergency work (as defined in 44 CFR § 206.201(b)) that occurs during the incident period, including work already completed, in response to an immediate threat to human health and safety or property. FEMA will conduct expedited review of emergency Undertakings from October 27, 2012, the beginning of the incident period, until January 27, 2013.

2. Should FEMA determine that it is necessary to extend the expedited review period beyond January 27, 2013, FEMA will request in writing, prior to the expiration of the expedited review period, an extension of the period of applicability in 30-day increments in accordance with 36 CFR § 800.12(d). No action regarding the extension is required on the part of the notified parties.

3. For all emergency Undertakings, FEMA will determine the following:

   a. If the Undertaking is an immediate rescue and salvage operations conducted in response to an event to preserve life and property, FEMA has no Section 106 review responsibilities in accordance with 36 CFR § 800.12(d); or

   b. If the Undertaking is composed entirely of work included in the Allowances in Appendix B of this Agreement, FEMA will complete the Section 106 review process pursuant to Stipulation II.A.1, Programmatic Allowances.

   d. If FEMA determines that the emergency Undertaking will adversely affect a historic property during this expedited review period, to the extent practicable FEMA may propose treatment measures that would address adverse effects during implementation, and request the comments of the SHPO and/or the participating Tribes within 3 business days of receipt of this information unless FEMA determines the nature of the emergency warrants a shorter time period. FEMA may

elect to consult with the SHPO and/or the participating Tribes regarding the emergency Undertaking at any point before or during the implementation of an emergency Undertaking if FEMA determines circumstances are appropriate for expedited consultation.

e. FEMA may provide this information through written requests, telephone conversations, meetings, or electronic media. In all cases, FEMA will clarify that an "expedited Undertaking review" is being requested. FEMA will document all such reviews in writing.

f. FEMA will take into account any timely comments provided by SHPO and/or participating Tribes and notify the parties of how their comments were taken into consideration by FEMA, OEM, and subgrantee.

g. Should the SHPO and/or participating Tribes not comment within 3 business days, FEMA may fund the emergency Undertaking based on the available information. This will complete the Section 106 review for the Undertaking.

C. Standard Project Review: For Undertakings not exempt from further Section 106 review, FEMA will ensure that the following standard project review steps are implemented. In the interest of streamlining, FEMA may combine some of these steps during consultation.

1. Consulting Parties: FEMA will consult as appropriate with the SHPO and affected Tribes to identify any other parties that meet the criteria to be consulting parties and invite them to participate in the Section 106 review process. FEMA may invite others to participate as consulting parties as the Section 106 review proceeds.

2. Area of Potential Effects: For standing structures, qualified staff shall define the APE as the individual structure when the proposed Undertaking is limited to the repair or rehabilitation (as defined in 36 CFR § 68.3(b)(6) and 36 CFR § 68.2(b)) of a structure located outside of a National Register listed or eligible historic district. For all other undertakings, qualified staff will determine the APE in consultation with the SHPO and participating Tribes. FEMA may also consider information provided by other parties, such as local governments and the public, when establishing the APE.

3. Identification and Evaluation: Qualified staff shall determine, in consultation with the SHPO and participating Tribes if the APE contains historic properties, including archaeological sites or properties of religious or cultural significance, that are listed in or potentially eligible for the National Register. This may include the review of preliminary documentation collected by OEM or the subgrantee in coordination with the SHPO.

   a. Archaeological Properties, FEMA may consult with the SHPO to determine the level of effort and methodology necessary to identify and define the limits of archaeological properties. For historic properties of religious and cultural

significance to participating Tribes, FEMA shall consult with the Tribes to identify geographic areas where properties may be affected by an Undertaking in order so that FEMA may determine the necessary level of effort required to avoid or protect any such properties.

b. National Historic Landmarks: When FEMA determines an Undertaking has the potential to affect an NHL, FEMA shall notify the Secretary through the NHL Program Manager in the NPS Northeast Regional Office in addition to the SHPO and participating Tribes.

c. Determinations of Eligibility: FEMA shall review or determine National Register eligibility based on identification and evaluation efforts, and consult with SHPO and participating Tribes regarding these determinations. Should the SHPO or participating Tribes disagree with the determination of eligibility, FEMA may elect to either continue consultation, treat the property as eligible for the National Register, or to obtain a determination of eligibility from the Keeper of the National Register in accordance with 36 CFR § 63.2(d)-(e) and 36 CFR § 800.4(c)(2).

d. Findings of No Historic Properties Affected: FEMA shall make a finding of "no historic properties affected" if no historic properties are present in the APE; the Undertaking is designed to avoid historic properties, including archaeological sites or properties of religious and cultural significance to participating Tribes; or the Undertaking does not affect the character defining features of a historic property.

   i. FEMA shall notify the SHPO, participating Tribes(s) in accordance with Appendices D.1-D.5, and any other consulting parties of this finding and provide supporting documentation in accordance with 36 CFR § 800.11(d) and applicable documentation standards. Unless the SHPO or participating Tribes object to the finding pursuant to the appropriate timeframe outlined in Stipulation I.E.2 or I.E.3, Timeframes, FEMA shall complete the Section 106 review.

   ii. If the SHPO or participating Tribes object to a finding of "no historic properties affected", FEMA shall either (a) consult with the objecting party to resolve the disagreement and if the objection is resolved, FEMA may proceed with the action in accordance with the resolution or (b) reconsider effects on the historic property by applying the criteria of adverse effect pursuant to Stipulation II.D.4, Application of the Criteria of Adverse Effect. If FEMA is unable to resolve the disagreement, it will forward the finding and supporting documentation to the ACHP and request that the ACHP review FEMA's finding in accordance with 36 CFR § 800.4(d)(1)(iv)(A) through 36 CFR § 800.4(d)(1)(iv)(C). FEMA will consider the recommendations of the ACHP in making its final determination.

4. Application of the Criteria of Adverse Effect: If FEMA finds an Undertaking may affect identified historic properties in the APE, including properties of religious and cultural significance to participating Tribes in accordance with Appendices D.1-D.5, , or if a consulting party objects to the finding of "no historic properties affected," FEMA will apply the criteria of adverse effect to historic properties within the APE(s), taking into account the views of the consulting parties and public concerning effects in accordance with 36 CFR § 800.5(a).

   a. If FEMA determines that an Undertaking does not meet the adverse effect criteria or, for a standing structure, that the Undertaking meets the *Standards*, FEMA shall propose a finding of "no adverse effect" in accordance with 36 CFR § 800.5(b).

   b. FEMA shall notify the SHPO, participating Tribes in accordance with Appendices D.1-D.5, and all other consulting parties of its finding and provide supporting documentation pursuant to 36 CFR §800.11(e) and applicable documentation standards. Unless a consulting party objects within the appropriate timeframe, FEMA will proceed with its "no adverse effect" determination and complete the Section 106 review.

   c. If FEMA finds the Undertaking may have an adverse effect, FEMA shall request through OEM that the subgrantee revise the scope of work to substantially conform to the *Standards* for standing structures, or avoid or minimize adverse effects for archaeological properties, in consultation with the SHPO, participating Tribes, and any other consulting parties. If the subgrantee modifies the scope of work to address the adverse effect, FEMA shall notify the consulting parties, and provide supporting documentation. Unless a consulting party makes a timely objection, FEMA shall proceed with its "no adverse effect" determination and complete the Section 106 review.

   d. If a consulting party objects to a finding of "no adverse effect," FEMA will elect to consult with the objecting party to resolve the disagreement. If the objection is resolved, FEMA will proceed with the undertaking in accordance with the resolution, or;

   e. If the objection cannot be resolved, FEMA will forward its findings and supporting documentation to the ACHP and request that the ACHP review the findings in accordance with 36 CFR § 800.5(c)(3)(i-ii). FEMA will consider the ACHP's comments in making its final determination, or;

   f. If an Undertaking cannot be modified to avoid or minimize adverse effects FEMA will initiate consultation to resolve the adverse effect(s) in accordance with Stipulation II.D.5, Resolution of Adverse Effects.

5. Resolution of Adverse Effects: If FEMA determines that an Undertaking will adversely affect a historic property, it will notify the consulting parties of its decision and provide documentation as required by 36 CFR § 800.11(e) and subject to the

confidentiality provisions of 36 CFR § 800.11(c), as well as provide the ACHP with an adverse effect notice in accordance with 36 CFR § 800.6(a)(1). FEMA, in consultation with the SHPO, OEM, participating Tribes, subgrantee, ACHP, if participating, and any other consulting parties, shall resolve the effects of the Undertaking by one of the following methods depending upon the nature and scale of the adverse effect as well as the determination of the historic property's significance on a local, state or national level:

a. Abbreviated Consultation Process: After taking into consideration the nature of the historic properties affected and the severity of the adverse effects, FEMA may propose in writing to the consulting parties to resolve the adverse effects of the Undertaking through the application of Treatment Measures outlined in Appendix C as negotiated with the SHPO, OEM, and participating Tribes. FEMA will not propose to resolve adverse effects through the Abbreviated Consultation Process if the Undertaking may affect an NHL. The use of these Treatment Measures will not require the execution of a Memorandum of Agreement (MOA) or Programmatic Agreement.

    1. In consultation with the SHPO, OEM, and participating Tribes, FEMA will put forth a written proposal for the implementation of a specific Treatment Measure, or combination of Treatment Measures with the intent of expediting the resolution of adverse effects. Unless a consulting party objects within fifteen (15) days of receipt of FEMA's proposal, FEMA will proceed with the use of Treatment Measure(s) and will complete Section 106 review.

    2. If any of the consulting parties objects within the 15 day review and comment period to the resolution of adverse effects through the application of the Abbreviated Consultation Process, FEMA shall resolve the adverse effect(s) using procedures outlined below in Stipulation II.D.5.b, Memorandum of Agreement.

    3. Because funding and implementation details of Treatment Measure(s) for specific Undertakings may vary by program, FEMA will provide written notice to the consulting parties within sixty (60) days of the completion of the Treatment Measure(s). This written notice will serve as confirmation that the Treatment Measure(s) for a specific Undertaking have been implemented. FEMA will also include information pertaining to the completion of Treatment Measures in the annual report pursuant to Stipulation I.B.1, FEMA Roles and Responsibilities.

b. Memorandum of Agreement (MOA): In consultation with the other consulting parties, including the ACHP, if participating, FEMA will develop an MOA in accordance with 36 CFR § 800.6(c) to stipulate treatment measures to avoid, minimize, and/or mitigate adverse effects on historic properties where an Abbreviated Consultation Process is infeasible or is objected to by SHPO, OEM

or the participating tribes. The MOA may also include feasible treatment measures that serve an equal or greater public benefit in promoting the preservation of historic properties in lieu of more traditional treatment measures. Should the execution of an MOA not be appropriate given the nature and significance of historic properties, scale of adverse effects, or include one or more complex Undertakings, FEMA shall resolve the adverse effects using the procedures outlined below in Stipulation II.D.5.c, Programmatic Agreement.

c. Programmatic Agreement: FEMA, the SHPO, OEM, participating Tribes, the ACHP, as appropriate, and any other consulting party may consult to develop a Programmatic Agreement in accordance with 36 CFR § 800.14(b) to identify programmatic conditions or treatment measures to govern the resolution of potential or anticipated adverse effects from certain complex project situations for an Undertaking or for multiple but similar Undertakings by a single subgrantee.

d. Objections: Should any signatory, invited signatory, consulting party, or member of the public object within the timeframes established by this Agreement to any plans, specifications, or actions pursuant to resolving an adverse effect, FEMA shall consult further with the objecting party to seek resolution. If FEMA determines the objection cannot be resolved, FEMA shall address in accordance with Stipulation IV.B, Dispute Resolution.

e. National Historic Landmarks: When FEMA determines an Undertaking will adversely affect an NHL, FEMA also will notify and invite the Secretary and the ACHP to participate in consultation, pursuant to 36 CFR § 800.10. When the ACHP participates in consultation related to an NHL, the ACHP will report the outcome of the consultation to the Secretary and the FEMA Administrator.

D. Emergency Demolition and Debris Removal of Privately-Owned Properties: FEMA may need to fund debris removal activities involving the demolition and removal of buildings and structures that are damaged beyond repair or that are completely collapsed and/or disassembled by the actions of the storm and therefore must be removed for health and safety reasons). FEMA is required by the NHPA to determine if its specific actions in response to disasters will cause adverse effects to any historic properties. FEMA EHP will review these projects using the following emergency process outlined below.

1. Areas in the surge zone where there is substantial and widespread damage to improved property and where it is anticipated that FEMA funds will be used for the emergency removal of private property will be targeted for surveys by a joint FEMA-SHPO team. The purpose of the survey is to delineate areas of no above ground historic properties. FEMA and SHPO survey team will jointly identify these areas through background research and a windshield survey. The post-survey write-up will provide a description of the survey boundary where the no historic above ground properties. It also includes information about where there are properties that will require more information if an undertaking takes place. The boundaries of the area where there are no historic above

ground properties are digitally mapped. The survey write-up, the maps and photos taken during the survey comprise the consultation package which is formally submitted to SHPO for review and approval. Undertakings occurring within these areas have been formally determined to contain no above ground historic properties in accordance 36 CFR§ 800.4(d)(1) and will have no effect on historic properties. FEMA may approve undertakings to above ground resources in these areas without further consultation with SHPO.

2. Properties outside these areas that are identified for demolition under the emergency demolition program will be reviewed in accordance with Stipulation II. C. of this Agreement.

III. OTHER CONSIDERATIONS

A. Changes to an Approved Scope of Work: OEM is required to notify FEMA and will require its subgrantees to notify it immediately when there are proposed changes to an approved scope of work for an Undertaking. When notified by OEM of any proposed substantive change to the approved scope of work for an Undertaking, FEMA may authorize the OEM or subgrantee to proceed with the change once the required review is completed. FEMA will notify participating Tribes of changes to approved scopes of work in accordance with the consultation circumstances described in the Appendices D.1-D.5.

B. Unexpected Discoveries: Upon notification by a subgrantee of an unexpected discovery in accordance with Stipulation I.B.3.d, OEM Roles and Responsibilities, OEM will immediately notify FEMA and require the subgrantee to:

1. Stop construction activities in the vicinity of the discovery; and,

2. Notify the local law enforcement office and coroner/medical examiner if human remains are discovered, in accordance with applicable New Jersey State statute(s);

3. Take all reasonable measures to avoid or minimize harm to the property until FEMA has completed consultation with the SHPO, participating Tribes in accordance with Appendices D.1-D.5, and any other consulting parties. Upon notification by OEM of a discovery, FEMA will immediately notify the SHPO, participating Tribes, and any other consulting parties that may have an interest in the discovery, and consult to evaluate the discovery for National Register eligibility.

4. FEMA will consult with the consulting parties in accordance with the review process outlined in Stipulation II, Project Review, to develop a mutually agreeable action plan with timeframes to identify the discovery, take into account the effects of the Undertaking, resolve adverse affects if necessary, and ensure compliance with applicable Federal and State statutes.

5. In cases where discovered human remains are determined to be American Indian, FEMA shall consult with the appropriate Tribal representatives and SHPO. In addition, FEMA shall follow the guidelines outlined in the ACHP's *Policy Statement Regarding the Treatment of Burial Sites, Human Remains, and Funerary Objects* (2007).

6. FEMA will coordinate with OEM and the subgrantee regarding any needed modification to the scope of work for the Undertaking necessary to implement recommendations of the consultation and facilitate proceeding with the Undertaking.

C. Curation

1. FEMA and OEM shall ensure that all records and materials (collections) produced during the course of an archaeological survey, testing, and any data recovery operations for the implementation of its Undertakings are curated at a facility, preferably in-state, that meets the standards of, and in accordance with the applicable provisions of 36 CFR Part 79, "Curation of Federally Owned and Administered Archaeological Collections," and applicable State law and guidelines.

2. In cases where the survey, testing, or data recovery are conducted on private land, any recovered collections remain the property of the land owner and FEMA will return the collections to them with the assistance of the SHPO. In such instances, FEMA and OEM, in coordination with the SHPO or participating Tribes, shall encourage land owners to donate the collection(s) to an appropriate public or Tribal entity. In cases where the property owner declines to accept responsibility for the collection(s) and wishes to transfer ownership of the collection(s) to a public or Tribal entity, FEMA and OEM will ensure curation of the collection(s) in accordance with Stipulation III.C.1 above.

D. Anticipatory Actions and After the Fact Review

1. FEMA shall specifically advise OEM and shall require that the OEM advise its subgrantees in writing that they may not initiate the Undertaking for which they are seeking Federal funding prior to compliance with this Agreement. OEM also shall advise its subgrantees in writing that they may jeopardize Federal funding if activities are initiated prior to compliance with this Agreement.

2. In accordance with Section 110(k) of the NHPA, FEMA shall not grant assistance to a subgrantee who, with intent to avoid the requirements of this Agreement or Section 106 of the NHPA, has intentionally significantly and adversely affected a historic property to which the assistance would relate, or having legal power to prevent it, allowed an adverse effect to occur. However, if after consultation with the ACHP, FEMA determines that extraordinary circumstances justify granting assistance despite

the adverse effect created or permitted by the subgrantee, FEMA shall complete consultation for the Undertaking pursuant to the terms of this Agreement.

3. In circumstances where FEMA determines a subgrantee has initiated an Undertaking without willful intent to avoid the requirements of this Agreement or Section 106 of NHPA, FEMA will determine if the Undertaking would have required Section 106 review in accordance with Stipulation II.D, Standard Project Review.

4. If FEMA determines no Section 106 review or consultation with SHPO and participating Tribes would have been required pursuant to Stipulation II.D, Standard Project Review, FEMA will document this determination to the project files and consider the undertaking Section 106 compliant.

5. If FEMA determines the Undertaking would have required Section 106 review, FEMA will coordinate with SHPO and participating Tribes to determine if consultation is feasible.

   a. If after coordination with the SHPO and participating Tribes, FEMA determines that consultation is feasible, the FEMA will review the Undertaking in accordance with Stipulation II.D, Standard Project Review.

   b. If after coordination with the SHPO and participating Tribes, FEMA determines that review is infeasible, FEMA will document that the undertaking is noncompliant with Section 106, and the FEMA program then will make a funding eligibility decision and notify SHPO.

6. FEMA will ensure that all Undertakings considered for after the fact review in accordance with this stipulation are included in the annual report.

IV. IMPLEMENTATION OF AGREEMENT

A. Amendments

1. If any signatory or invited signatory to the Agreement determines that the Agreement cannot be fulfilled, or that an amendment to the terms of this agreement must be made, the signatories and invited signatories will consult to seek a resolution. If no resolution is reached, then FEMA will forward all relevant documentation to the ACHP including FEMA's recommendations for resolution. Within 15 days, the ACHP

   a. Concur in FEMA's proposed resolution, or

   b. Provide FEMA with recommendations, which EFMA will take into account in reaching a final decision.

2. An amendment to this agreement will be effective only when it has been signed by FEMA, SHPO, ACHP and participating Tribes. This Stipulation does not apply to amendments made to Appendices A, B, and C pursuant to Stipulation IV.A.3, Amendments, below.

3. FEMA will implement the participating Tribes preferences for consultation per the terms of this agreement according to Appendices D.1-D.5. Amendments will be made between the Agency and Tribes on an as needed basis.

4. Appendix A (FEMA Programs), Appendix B (Programmatic Allowances) and Appendix C (Treatment Measures) and Appendices D.1-D.5 (Stipulations Relative to Consultation with Tribes) may be amended at the request of FEMA or another signatory or invited signatory party in the following manner:

   a. FEMA, on its own behalf or on behalf of another signatory or invited signatory, shall notify all signatory and invited signatory parties to this Agreement of the intent to add to or modify the current Appendix or Appendices and shall provide a draft of the updated Appendix or Appendices to all signatory and invited signatory parties.

   b. If no signatory or invited signatory party objects in writing within 15 days of receipt of FEMA's proposed addition or modification, FEMA will date and sign the amended Appendix and provide copies of the Amended Appendix or Appendices to all signatory and invited signatory parties.

   c. If a signatory or invited signatory to this agreement objects in writing to amending the Appendix, the disagreement may be resolved through the Amendment process established in IV.A.1. of this Agreement.

B. Dispute Resolution

1. Should any signatory or invited signatory to this Agreement object in writing within 30 days to the terms of this Agreement, FEMA will consult with the objecting party for not more than 30 days to resolve the objection.

2. If the objection is resolved within 30 days, FEMA shall proceed in accordance with the resolution.

3. If FEMA determines within 30 days that the objection cannot be resolved, FEMA will forward to ACHP all documentation relevant to the objection, including FEMA's proposed resolution. Within 30 days of receipt, ACHP will:

   a. Concur in FEMA's proposed resolution; or

b. Provide FEMA with recommendations, which FEMA will take into account in reaching a final decision regarding the objection; or

c. Notify FEMA that the objection will be referred for comment in accordance with 36 CFR § 800.7(a)(4), and proceed to do so. FEMA will take the resulting comment into account.

4. FEMA will take into account any ACHP recommendations or comments, and any comments from the other signatories and invited signatories, in reaching a final decision regarding the objection in accordance with 36 CFR § 800.7(c)(4). The signatories and invited signatories will continue to implement all other terms of this Agreement that are not subject to objection.

5. Should ACHP not respond within 30 days, FEMA may assume ACHP has no comment and proceed with its proposed resolution to the objection.

6. FEMA will provide the signatories and invited signatories with its final written decision regarding any objection brought forth pursuant to this Stipulation.

7. FEMA may authorize any disputed action to proceed, after making its final decision.

8. At any time while this Agreement is in effect, should a member of the public object in writing to implementation of its terms, FEMA will notify the other signatories and invited signatories in writing and take the objection into consideration. FEMA will consult with the objecting party and, if that party so requests, the other signatories and invited signatories, for not more than 21 days. In reaching its decision regarding the objection, FEMA will take into consideration all comments from these parties. Within 15 days after closure of this consultation period, FEMA will provide the other parties with its final decision in writing.

9. Any dispute regarding National Register eligibility that is not resolved pursuant to this Stipulation will be resolved in accordance with Stipulation II.C.3.c, Determinations of Eligibility.

C. Severability and Termination

1. In the event any provision of this Agreement shall be deemed contrary to, or in violation of, any applicable existing law or regulation of the United States of America, only the conflicting provision(s) shall be deemed null and void, and the remaining provisions of the Agreement shall remain in effect.

2. FEMA, the SHPO, OEM, or participating Tribes may terminate this Agreement by providing 30 days' written notice to the other signatory and invited signatory parties, provided that the parties consult during this period to seek amendments or other actions that would prevent termination. If this Agreement is terminated, FEMA will

comply with 36 CFR Part 800. Upon such determination, FEMA will provide all other signatories and invited signatories with written notice of the termination of this Agreement.

3. A participating Tribe may notify the other signatories and invited signatories that it is fully withdrawing from participation in the Agreement. Following such a withdrawal, FEMA will review undertakings that may affect historic properties of religious and cultural significance to the Tribe in accordance with 36 CFR §§ 800.3 through 800.7 or an applicable alternative under 36 CFR § 800.14. Withdrawal from this Agreement by a participating Tribe does not terminate the Agreement. A Tribe that has withdrawn from the Agreement may at any time that this Agreement remains in effect notify FEMA, OEM, and SHPO in writing that it has rescinded its notice withdrawing from participation in the Agreement.

4. This Agreement may be terminated by the implementation of a subsequent Agreement that explicitly terminates or supersedes this Agreement, or by FEMA's implementation of Alternate Procedures, pursuant to 36 CFR § 800.14(a).

D. Duration and Extension

1. Unless terminated in accordance with Stipulation IV.C.2 or IV.C.4, Severability and Termination, this Agreement shall remain in effect until Section 106 review for all undertakings related to the Disaster Declaration have been completed.

2. If another federally declared disaster occurs within the State of New Jersey while this PA is effective, the signatories and invited signatories will consult to determine whether it would be appropriate to extend the Agreement. If the parties agree that the extension of this Agreement is an acceptable mechanism for reviewing undertkings as a result of the new disaster, its duration shall be extended pursuant to IV.A.

E. Execution and Implementation

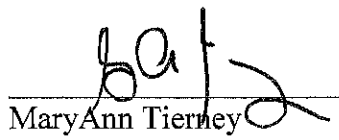
1. This Agreement may be implemented in counterparts, with a separate page for each signatory and invited signatory, and will become effective on the date of signature by FEMA, SHPO, and ACHP. FEMA will ensure that each signatory and invited signatory party is provided with a complete copy.

2. Execution and implementation of this Agreement evidence that FEMA has afforded ACHP a reasonable opportunity to comment on FEMA's administration of all referenced Programs, and that FEMA has satisfied its Section 106 responsibilities for all individual Undertakings of the Programs.

**PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE NEW JERSEY STATE HISTORIC PRESERVATION OFFICER,
THE NEW JERSEY STATE OFFICE OF EMERGENCY MANAGEMENT,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE ABSENTEE SHAWNEE TRIBE OF INDIANS OF OKLAHOMA
THE DELAWARE NATION,
THE DELAWARE TRIBE OF INDIANS,
THE SHAWNEE TRIBE OF OKLAHOMA,
AND THE STOCKBRIDGE MUNSEE BAND OF MOHICANS
AS A RESULT OF HURRICANE SANDY**

SIGNATORY

FEDERAL EMERGENCY MANAGEMENT AGENCY



Date: 4/23/13

MaryAnn Tierney
Acting Regional Administrator, FEMA Region II

PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE NEW JERSEY STATE HISTORIC PRESERVATION OFFICER,
THE NEW JERSEY STATE OFFICE OF EMERGENCY MANAGEMENT,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE ABSENTEE SHAWNEE TRIBE OF INDIANS OF OKLAHOMA
THE DELAWARE NATION,
THE DELAWARE TRIBE OF INDIANS,
THE SHAWNEE TRIBE OF OKLAHOMA,
AND THE STOCKBRIDGE MUNSEE BAND OF MOHICANS
AS A RESULT OF HURRICANE SANDY

SIGNATORY

NEW JERSEY STATE HISTORIC PRESERVATION OFFICER

_____ Date: 4/17/2013

Daniel Saunders
Deputy State Historic Preservation Officer

PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE NEW JERSEY STATE HISTORIC PRESERVATION OFFICER,
THE NEW JERSEY STATE OFFICE OF EMERGENCY MANAGEMENT,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE ABSENTEE SHAWNEE TRIBE OF INDIANS OF OKLAHOMA
THE DELAWARE NATION,
THE DELAWARE TRIBE OF INDIANS,
THE SHAWNEE TRIBE OF OKLAHOMA,
AND THE STOCKBRIDGE MUNSEE BAND OF MOHICANS
AS A RESULT OF HURRICANE SANDY

SIGNATORY

ADVISORY COUNCIL ON HISTORIC PRESERVATION

_____ Date: 4/30/2013

John M. Fowler
Executive Director

PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE NEW JERSEY STATE HISTORIC PRESERVATION OFFICER,
THE NEW JERSEY STATE OFFICE OF EMERGENCY MANAGEMENT,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE ABSENTEE SHAWNEE TRIBE OF INDIANS OF OKLAHOMA
THE DELAWARE NATION,
THE DELAWARE TRIBE OF INDIANS,
THE SHAWNEE TRIBE OF OKLAHOMA,
AND THE STOCKBRIDGE MUNSEE BAND OF MOHICANS
AS A RESULT OF HURRICANE SANDY

INVITED SIGNATORY

NEW JERSEY OFFICE OF EMERGENCY MANAGEMENT

_____ Date: _____
Lou Goetting
Deputy Chief of Staff

PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE NEW JERSEY STATE HISTORIC PRESERVATION OFFICER,
THE NEW JERSEY STATE OFFICE OF EMERGENCY MANAGEMENT,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE ABSENTEE SHAWNEE TRIBE OF INDIANS OF OKLAHOMA
THE DELAWARE NATION,
THE DELAWARE TRIBE OF INDIANS,
THE SHAWNEE TRIBE OF OKLAHOMA,
AND THE STOCKBRIDGE MUNSEE BAND OF MOHICANS
AS A RESULT OF HURRICANE SANDY

SIGNATORY

NEW JERSEY STATE HISTORIC PRESERVATION OFFICER

_____ Date: _____

Daniel Saunders
Deputy State Historic Preservation Officer

PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE NEW JERSEY STATE HISTORIC PRESERVATION OFFICER,
THE NEW JERSEY STATE OFFICE OF EMERGENCY MANAGEMENT,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE ABSENTEE SHAWNEE TRIBE OF INDIANS OF OKLAHOMA
THE DELAWARE NATION,
THE DELAWARE TRIBE OF INDIANS,
THE SHAWNEE TRIBE OF OKLAHOMA,
AND THE STOCKBRIDGE MUNSEE BAND OF MOHICANS
AS A RESULT OF HURRICANE SANDY

INVITED SIGNATORY

THE ABSENTEE-SHAWNEE TRIBE

_____ Date: _____

George Blanchard
Governor

**PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE NEW JERSEY STATE HISTORIC PRESERVATION OFFICER,
THE NEW JERSEY STATE OFFICE OF EMERGENCY MANAGEMENT,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE ABSENTEE SHAWNEE TRIBE OF INDIANS OF OKLAHOMA
THE DELAWARE NATION,
THE DELAWARE TRIBE OF INDIANS,
THE SHAWNEE TRIBE OF OKLAHOMA,
AND THE STOCKBRIDGE MUNSEE BAND OF MOHICANS
AS A RESULT OF HURRICANE SANDY**

INVITED SIGNATORY

THE DELAWARE NATION

_____ Date: _____

C.J. Watkins
Vice President

**PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE NEW JERSEY STATE HISTORIC PRESERVATION OFFICER,
THE NEW JERSEY STATE OFFICE OF EMERGENCY MANAGEMENT,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE ABSENTEE SHAWNEE TRIBE OF INDIANS OF OKLAHOMA
THE DELAWARE NATION,
THE DELAWARE TRIBE OF INDIANS,
THE SHAWNEE TRIBE OF OKLAHOMA,
AND THE STOCKBRIDGE MUNSEE BAND OF MOHICANS
AS A RESULT OF HURRICANE SANDY**

INVITED SIGNATORY

THE DELAWARE TRIBE OF INDIANS

_____ Date: _____

Paula Pechonick
Chief

PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE NEW JERSEY STATE HISTORIC PRESERVATION OFFICER,
THE NEW JERSEY STATE OFFICE OF EMERGENCY MANAGEMENT,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE ABSENTEE SHAWNEE TRIBE OF INDIANS OF OKLAHOMA
THE DELAWARE NATION,
THE DELAWARE TRIBE OF INDIANS,
THE SHAWNEE TRIBE OF OKLAHOMA,
AND THE STOCKBRIDGE MUNSEE BAND OF MOHICANS
AS A RESULT OF HURRICANE SANDY

INVITED SIGNATORY

THE SHAWNEE TRIBE OF OKLAHOMA

_____ Date: _____

Ron Sparkman
Chief

**PROGRAMMATIC AGREEMENT AMONG
THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE NEW JERSEY STATE HISTORIC PRESERVATION OFFICER,
THE NEW JERSEY STATE OFFICE OF EMERGENCY MANAGEMENT,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE ABSENTEE SHAWNEE TRIBE OF INDIANS OF OKLAHOMA
THE DELAWARE NATION,
THE DELAWARE TRIBE OF INDIANS,
THE SHAWNEE TRIBE OF OKLAHOMA,
AND THE STOCKBRIDGE MUNSEE BAND OF MOHICANS
AS A RESULT OF HURRICANE SANDY**

INVITED SIGNATORY

THE STOCKBRIDGE MUNSEE BAND OF MOHICANS

_____ Date: _____

Robert Chicks
Tribal Chairman

Appendix A

FEMA Program Summaries

This Appendix may be amended in accordance with Stipulation IV.A, Amendments.

Disaster Response and Recovery Programs

The following programs are authorized under Titles IV and V of the Stafford Act.

Public Assistance Program (PA)
This program assists States, Tribal and local governments, and certain types of private nonprofit organizations quickly respond to and recover from major disasters or emergencies declared by the President. Grants are provided for debris removal (Public Assistance Category A), emergency protective measures (Public Assistance Category B), and the repair, replacement, or restoration of disaster-damaged, publicly owned and certain private non-profit facilities (Public Assistance Categories C-G).

Individual Assistance Programs (IA)
These programs helps ensure that individuals and families that have been affected by disasters have access to the full range of FEMA assistance including: crisis counseling (Section 416), disaster legal services (Section 415), medical assistance (Section 403), transportation (Section 419), funeral services, minor home repairs (Section 408), and temporary housing assistance (Section 408). It should be noted that other Federal agencies provide disaster assistance to individuals as well, such as the US Small Business Administration, Department of Agriculture, and Department of Labor and that this assistance is not subject to the terms of this agreement.

Fire Management Assistance Grant Program (FMAG)

The FMAG is available to State, Tribal, and local governments for the mitigation, management, and control of fires on publicly or privately owned lands. Eligible costs may include expenses for field camps, equipment use, repair and replacement, materials and supplies, and mobilization and demobilization activities.

Hazard Mitigation Grant Program (HMGP)
The HMGP provides grants to States, Territories, Tribes, and local governments to implement long-term hazard mitigation measures after a Disaster Declaration. Activities may include buyouts, retrofits, relocations, elevations, and minor flood control projects.

Appendix B

Programmatic Allowances

This list of Allowances enumerates FEMA funded activities that based on the consulting parties to this agreement experience have no effect or limited effect on historic properties if implemented as specified in this Appendix and will not require review by the SHPO and participating Tribes pursuant to Stipulation II.A.1, Programmatic Allowances.

The allowances consist of two tiers – Tier I and Tier II. The Tier I allowances will have no effect on historic properties. FEMA staff may apply Tier I allowances without meeting any professional historic preservation qualification standards. Tier II allowance will have limited effect on historic properties. Only FEMA staff meeting the applicable Secretary Professional Qualifications in accordance with Stipulation I.B.1.a of this Agreement may apply Tier II allowances to ensure that the work is in conformance with the Secretary for the Treatment of Historic Properties.

When referenced in the allowances, "in-kind" shall mean that it is either the same or a similar material, and the result shall match all physical and visual aspects, including form, color, and workmanship. Where severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. The in-kind repair provided for in both Tier I and Tier II allowances in Appendix B should be limited to pre-existing architectural features and physical components of buildings and structures and in general should not be utilized when a building or structure has been substantially altered.

When referenced in the allowances, "previously disturbed soils" will refer to soils that are not likely to possess intact and distinct soil horizons and have the reduced likelihood of possessing archaeological artifacts, features, and phenomena within their original depositional contexts.

Previously disturbed soils are those soils altered by human activity after the twentieth century that has changed the soil's original configuration. Soil disturbance can be demonstrated through previous cultural resource surveys, site inspection, or construction drawings that clearly depict the depth of prior ground disturbance.

Examples of activities that would have created disturbed soil horizons include: the installation of culverts, foundations, and below-ground utilities; the excavation of basements or footings; and the construction of dams, bridge abutments, and other structures. Disturbed soils are also assumed to occur within two feet of a foundation, abutment or other improvement and to the depth of the previous construction.

Soil disturbance under a parking lot or road is limited to the depth of prior construction. Soils beneath the depth of prior construction may be undisturbed. Undisturbed soils may exist under areas where additional material (eg. soil or gravel) has been placed in order to raise land surface (eg. road beds, railroad alignments, and building pads). The addition of soil may not constitute

significant disturbed ground beyond the added soil layer. Activities such as plowing or cultivation do not constitute ground disturbance.

Tier I Allowances

I. **GROUND DISTURBING ACTIVITIES AND SITE WORK,** when proposed activities described below substantially conform to the original footprint and/or are performed in previously disturbed soils, including the area where the activity is staged.

A. Debris and Snow Removal

1. Debris removal and collection, including removal of snow, uprooted trees, limbs and branches from public rights of way, public area and the transport and disposal of such waste to existing licensed waste facilities or landfills. This includes the temporary establishment and expansion of non-hazardous debris staging, reduction, and disposal areas at licensed transfer stations, or existing hard-topped or graveled surfaces (e.g. parking lots, roads, athletic courts) but not the creation of new or temporary access roads.

2. Removal of debris from private property provided that buildings are not affected, ground disturbance is minimal and in-ground elements, such as driveways, walkways or swimming pools are left in place.

3. Chipping and disposal of woody debris by broadcasting within existing rights-of-way.

4. Sediment removal from man-made drainage facilities, including retention/detention basins, ponds, ditches, and canals, in order to restore the facility to its pre-disaster condition. The sediment may be used to repair eroded banks or disposed of at an existing licensed or permitted spoil site.

5. Dewatering flooded developed areas by pumping.

B. Temporary Structures and Housing

1. Installation of temporary structures for uses such as school classrooms, offices, or shelters for essential public service agencies, such as police, fire, rescue and medical care, as well as temporary housing for disaster personnel and victims, at the following types of locations:

   a. Single units on private residential sites when all utilities are installed above ground or tie into pre-existing utility lines.

   b. Existing multi-family units.

c. Existing RV/Mobile Home Parks and campgrounds with pre-existing utility hookups.

d. Paved areas, such as parking lots and paved areas at such facilities as conference centers, shopping malls, airports, business parks, military bases when all utilities are installed above ground or tie into pre-existing utility lines.

e. Sites that have been previously cleared and prepared for planned construction, such as land being developed for public housing, office buildings, city parks, ball fields, military bases, schools, etc. when all utilities are installed above-ground or tie into pre-existing utility lines.

f. Areas previously filled to depths of at least six feet so that subsurface utilities can be installed.

C. Recreation and Landscaping

1. Installation of temporary removable barriers.

2. In-kind repairs or replacement, and minor upgrades/mitigation of bollards and associated protective barriers when in previously disturbed areas.

D. Minor Ground Disturbances

1. Borrow material if from a commercial source, or a stock tank berm, dug-outs, or reclaimed ditch provided the original surface of the ground is not impacted by the removal method.

II. BUILDINGS

A. Repair or retrofit of buildings less than 48 years old when the disaster was declared.

B. Removal of water by physical or mechanical means.

C. Installation of grab bars and other such minor interior modifications required for compliance with the Americans with Disabilities Act (ADA).

D. Installation of security bars over windows on non primary facades and below-grade windows.

E. Dry vacuuming of remediated areas, pertaining to mold remediation.

III. TRANSPORTATION FACILITIES, when proposed activities conform to the original footprint and/or performed in previously disturbed soils, including any staging areas.

A. Roads and Roadways

1. Repair of roads to pre-disaster geometric design standards and conditions using in-kind materials, shoulders medians, clearances, curbs, and side slopes. This allowance does not include improvement to existing roadways and appurtenances.

2. Construction of temporary emergency access roads in previously disturbed soils to allow for passage of emergency vehicles.

3. Repairs to road slips and landslides that do not require grading of undisturbed soils on the up-hill side of the slip.

4. Re-establishment of existing roadway ditches.

5. In-kind repair or replacement of traffic control devices such as traffic signs and signals, delineators, pavement markings, traffic surveillance systems.

6. Installation and removal of temporary traffic control devices, including pre-formed concrete barriers and fencings.

7. In-kind repair or replacement of roadway safety elements such as barriers, guardrails, and impact-attenuation devices. Additional guardrails and safety end treatments are allowed when the undertaking is not located within a historic district that is eligible or listed on the National Register.

B. Airports

1. In-kind repair or replacement of existing runway surfaces and features (e.g. asphalt, concrete, gravel, and dirt) and associated air transportation safety components and systems (e.g. lighting bars, beacons, signage and weather sensors).

C. Rail Systems

1. In-kind repair or replacement of safety components.

2. In-kind repair or replacement of existing track system and passenger loading areas.

Tier II Allowances

I. BARRIER ISLANDS ONLY - GROUND DISTURBING ACTIVITIES AND SITE WORK: Any projects located on a barrier island will be exempt from archaeological review by the New Jersey State Historic Preservation Office except when any of the following conditions applies:

A. There is a known shipwreck site on or adjacent to the project site; or

B. There is a known archaeological site on or adjacent to the project site;

C. Local officials or members of the public identify to the federal agency archaeological resources, or strong potential, within the project site; or

D. Footprint of ground disturbance exceeds 5 acres; or

E. FEMA personnel meeting or exceeding the Secretary's Professional Standards for archaeology assesses the project site as possessing a high potential for the presence of significant archaeological deposits, as guided by archaeological site sensitivity models developed for the region.

II. GROUND DISTURBING ACTIVITIES AND SITE WORK, when proposed activities described below substantially conform to the original footprint and/or are performed in previously disturbed soils, including the area where the activity is staged.

A. Footings, Foundations, Retaining Walls, Slopes, and Slope Stabilization Systems

1. In-kind repair, replacement, and reinforcement of footings, foundations, retaining walls, slopes, and slope stabilization systems (e.g., gabion baskets, crib walls, soldier pile and lag walls) if related ground disturbing activities are within the boundary of previously disturbed soils.

2. Installation of perimeter drainage (e.g. French drains) when performed in previously disturbed soils.

3. Excavation work in areas of soils where the work is confined to natural slopes of 15% or greater and there are no known archeological sites and no probability for prehistoric sites such as rock shelters or historic buildings/structural remains.

B. Recreation and Landscaping

1. In-kind repair, in-kind replacement, and minor upgrades to recreational facilities and features (e.g. playgrounds, campgrounds, fire pits, dump stations and utility hook-ups, swimming pools, athletic fields and signage, batting cages, basketball courts, swing sets, pathways, simple wooden/wire stream crossings). The reviewer should note that there are many parks in New Jersey that are listed on the National Register and minor changes to character defining features within these parks required consultation with SHPO.

2. In-kind repair or in-kind replacement or repair or minor upgrades to landscaping elements (e.g., fencing, free standing walls, paving, planters, irrigation systems, lighting elements, signs, flag poles, ramps, steps). The reviewer should note that there are many parks with significant landscapes in New Jersey that are listed on the

National Register and minor changes to character defining features within these parks required consultation with SHPO.

C. Piers, Docks, Boardwalks, Boat Ramps, and Dune Crossovers

1. In-kind repair and replacement and minor upgrades to existing piers, docks, boardwalks, boat ramps and dune crossovers in areas of previously disturbed soils.

C. Cemeteries

1. Removal of woody debris, such as branches, limbs and uprooted trees, from a defined cemetery and a 100 foot area around the cemetery boundary, provided no heavy equipment and other machinery is operated or staged in these areas. Small light vehicles (such as gators and skid steers) may be used.

2. In-kind repair of historic gravestones, monuments, fences, and other historic components.

III. BUILDINGS

A. Interior Work: Floors, Walls, Stairs, Ceilings and Trim

1. In-kind repair and replacement of floors, walls, stairs, ceilings, and/or trim. The allowance does not apply to decorative finishes, including murals, glazed paint, gold leaf, or ornamental plaster.

2. Replacement of damaged vinyl floor tile (including floor tile containing asbestos) with contemporary floor tile of the same dimension and thickness, and similar texture or pattern.

3. Painting and surface preparation provided color/finish is matched to pre-existing finish and the coating and preparation is limited to material repaired or replaced or immediately adjacent thereto.

4. Interior cleaning of surfaces using a weak solution of household bleach and water, mold remediation, or mold removal. The allowance applies to interior finishes, including plaster and wallboard, provided the cleaning is restricted to damaged areas and does not affect adjacent materials.

5. Use of portable de-humidification systems provided no changes are made to character-defining features (specifically for mold remediation).

6. Non-destructive or concealed testing for hazardous materials (e.g., lead paint, asbestos) or for assessment of hidden damages.

B. Utilities and Mechanical, Electrical, and Security Systems

1. In-kind repair or in-kind replacement, or limited upgrading of interior utility systems, including mechanical (e.g., heating, ventilation, air conditioning), electrical, and plumbing systems. This allowance does not provide for the installation of new exposed ductwork.

2. Elevation of heating, ventilation, and air conditioning system (HVAC) and mechanical equipment as long as it is placed or located where it is not highly visible from the street and located within an interior space of secondary architectural/historic character.

3. Replacement or installation of interior fire detection, fire suppression, or security alarm systems. The allowance does not apply to surface mounted wiring, conduits, piping, etc., unless previously existing, provided that installation of the system hardware does not damage or cause the removal of character-defining architectural features and can be easily removed in the future.

4. Installation of building communication and surveillance security systems, such as cameras, closed-circuit television, alarm systems, and public address systems, provided that installation of the system hardware does not damage or cause the removal of character defining architectural features, can be easily removed in the future and is installed so that it has minimal impact on historic character.

5. Installation of building access security devices, such as card readers, enhanced locks, and security scanners (e.g., metal detectors), provided the device does not damage or cause the removal of character-defining architectural features and can be removed in the future without impacts to significant architectural features.

C. Windows and Doors

1. In-kind repair of damaged or severely deteriorated windows and window frames,, shutters, storm shutters, doors and door frames, and associated hardware, where profiles, elevations, details and materials match those of the originals.

2. In-kind replacement of window panes. Clear plate, double, laminated or triple insulating glazing can be used, provided it does not result in altering the existing window material, tint, form, muntin profiles, or number of divided lights. This allowance does not apply to the replacement of existing intact archaic or decorative glass.

3. Replacement of exterior, utilitarian, non-character-defining metal doors and frames leading into non character-defining spaces with metal blast resistant doors and frames.

D. Exterior Walls, Cornices, Porches, and Foundations

1. In-kind repainting of surfaces, provided that destructive surface preparation treatments are not used, such as water blasting, sandblasting, power sanding and chemical cleaning.

2. In-kind repair, and where necessary, in-kind replacement of walls, porches, foundations, columns, cornices, siding, balustrades, stairs, dormers, brackets, trim, and their ancillary components or in-kind replacement of severely deteriorated or missing or lost features, as long as the replacement pieces match the original in detail and material. Any ground disturbance will be limited to previously disturbed soils.

3. In-kind repair and where necessary in-kind replacement of signs or awnings.

4. Installation of temporary stabilization bracing or shoring, provided such work does not result in additional damage.

5. Anchoring of walls to floor systems, provided the anchors are embedded and concealed from exterior view.

6. In-kind repair of concrete and masonry walls, columns, parapets, chimneys, or cornices or limited in-kind replacement of damaged components including comparable brick, and mortar that matches the color, strength, content, rake, and joint width.

7. Bracing and reinforcing of walls, chimneys and fireplaces, provided the bracing and reinforcing are either concealed from exterior view or reversible in the future.

8. Strengthening of foundations and the addition of foundation bolts, provided that visible new work is in-kind, including mortar that matches the color, content, strength, rake, and joint width where occurring.

9. Repairs to and in-kind replacement of elements of curtain wall assemblies or exterior cladding that is hung on the building structure, usually from floor to floor, and when the color, size reflectivity, materials, and visual patterns are unaltered.

E. Roofing

1. Installation of scaffolding, polyethylene sheeting, or tarps, provided such work will not result in additional damage or irreversible alterations to character defining features.

2. In-kind repair, and where necessary, in-kind replacement, or strengthening of roofing, rafters, fascia, soffits, gutters, verge boards, leader boxes, downspouts, or other damaged roof system components.

3. Repairs to a flat roof cladding, including changes in roofing materials, where the repairs are not highly visible from the ground level.

4. In-kind repair and where necessary in-kind replacement of lightning rods.

F. Weatherproofing and Insulation

1. Caulking and weather-stripping to complement the color of adjacent surfaces or sealant materials.

2. In-kind repair or replacement of insulation systems, provided that existing interior plaster, woodwork, exterior siding, or exterior architectural detail is not altered.

G. Structural Retrofits

1. The installation of the following retrofits/upgrades, provided that such upgrades are not visible on the exterior: attic bracing, cross bracing on pier and post foundations; fasteners; collar ties; gussets; tie downs; strapping and anchoring of mechanical, electrical, and plumbing equipment; concealed anchoring of furniture; installation of plywood diaphragms beneath first floor joists, above top floor ceiling rafters, and on roofs; and automatic gas shut off valves.

2. Replacement, repair or installation of lightning rods.

IV. TRANSPORTATION FACILITIES, when proposed activities substantially conform to the original footprint and/or performed in previously disturbed soils, including the area where the activity is staged.

A. Roads and Roadways

1. Repair of roads to pre-disaster geometric design standards and conditions using in-kind materials, shoulders, medians, clearances, curbs, and side slopes. This allowance permits minor improvement to meet current code and standards or hazard mitigation measures, such as those designed to harden exposed surfaces, including the application of gravel armoring to side slopes and ditches except where in close proximity to known archeological sites or within the view shed of historic districts that are listed or eligible for listing on the National Register.

2. In kind repair to historic paving materials for roads and walkways.

3. In-kind repair or when necessary in-kind replacement, or minor upgrade of culvert systems and arches beneath roads or within associated drainage systems, including provision of headwalls, riprap and any modest increase in capacity for the purposes of hazard mitigation or to meet current codes and standards, provided that the work substantially conforms to the existing footprint. For stone or brick culverts or arches beneath roadways, this allowance only applies to in-kind repair.

4. In-kind repair or, where necessary, in-kind replacement of road lighting systems, including period lighting fixture styles.

5. In-kind repair or, where necessary, in-kind replacement of road appurtenances such as curbs, berms, fences, and sidewalks.

6. Installation of speed bumps and/or enhanced curbs. This allowance does not apply to any work in historic districts listed or eligible for listing in the National Register.

7. Stabilization of hazardous slopes within transportation rights-of-way. Stabilization methods include the installation of retaining walls and systems such as gabion baskets, crib walls, and soldier pile and lag walls. Work will not exceed the limits of the previously disturbed rights-of-way and will not take place within the APE of any historic property listed or eligible for listing in the National Register. This allowance does not apply to any work in historic districts listed or eligible for listing in the National Register.

B. Bridges

1. Installation of a temporary (Bailey-type) bridge over an existing structure or at a previously disturbed location, such as a former bridge location, to allow passage of emergency vehicles.

2. In-kind repair, and where necessary, in-kind replacement of bridge components (e.g. abutments, wing walls, piers, decks, and fenders) in previously disturbed soils.

V. UTILITIES, COMMUNICATIONS SYSTEMS AND TOWERS, when proposed activities substantially conform to the original footprint and/or performed in previously disturbed soils, including the area where the activity is staged.

A. General

1. In-kind repair or replacement, or minor upgrading, small scale realignment, and elevation of utilities and associated features and structures within previously disturbed soils of rights-of-way or utility corridors.

2. Installation of new utilities and associated features within existing rights-of-way except when in close proximity to known archeological sites or within view sheds of historic districts eligible or listed on the National Register.

3. Directional boring of new/replacement service line and related appurtenances involving boring or silt trenches within previously disturbed soils of rights-of-way or utility corridors.

4. In-kind repair or replacement, or minor upgrade of water towers provided activities take place within previously disturbed soils. Ground-level facilities may be added or expanded in previously disturbed areas. This allowance does not apply to masonry water towers.

5. Temporary storage of supplies and equipment (poles, cable spools, pedestals, etc.) where no ground disturbance will occur; this does not include construction of temporary access routes.

6. Repair in kind of metal utilitarian structures to house or protect utilities, such as pump houses and electrical transformer houses, as well as related elements, such as oil tanks and exposed pipelines, except when located within a historic district.

B. Generators and Utilities

1. In-kind repair or replacement, or minor upgrades elevation, and/or installation of generators, HVAC systems, and similar equipment provided activities occur within previously disturbed soils and any roof mounted equipment is not visible from the ground level.

2. Underground cable replacements of any length when the replacement cable is placed within three feet of the same trench as an existing or failed cable except when in close proximity to known archeological site.

3. Substantially in kind repair or replacement of antenna towers.

4. Replacement of power poles in pre-existing locations is allowed including increase in the pole diameter. Relocation or construction of new poles are allowed in (1) urban or suburban settings between the edge of roadway and the sidewalk, (2) rural settings along roadway shoulders, and (3) in off-road alignment settings in the existing utility corridor except when in close proximity to a known archaeological site or within the view shed of historic districts listed or eligible for listing on the National Register.

5. New construction of a single pole overhead line is permissible when the auguring, pole placement, and line placement is conducted from within the previously disturbed public or private right-of-ways, or when the lines will not pass within or through any areas known or suspected to contain human remains, archeological resources, or any other historic properties except when in close proximity to a known archaeological site or within the view shed of historic districts listed or eligible for listing on the National Register.

6. Replacement, relocation or installation of solar panels on the roofs of building less than 5 years of age.

7. Directional boring for replacement/new service lines and related appurtenances, where ground disturbance would involve no greater than 10 square foot excavation units for directional boring equipment to be placed. These units would be placed in areas for directional drill to begin and end or where needed to complete boring.

C. Communication Equipment/Systems and Towers

1. Acquisition, installation, or operation of communication and security equipment/systems that use existing distribution systems, facilities, or existing infrastructure right-of-way.

2. The collocation of communication and security equipment on existing towers and buildings/structures less than 45 year in age, provided that the work does not increase existing tower height or footprint by more than 10% and occurs within previously disturbed soils.

3. Enhancement, repair or replacement of existing communication towers and antenna structures provided the work does not increase existing tower height or footprint by more than 10%and occurs within previously disturbed soils.

4. Installation of new temporary (not to exceed 12 months) communications towers and antenna structures provided that the work occurs does not require modification of buildings/structures older than 45 years and occurs within previously disturbed soils.

5. Construction of new communication towers, less than 200 feet tall, in previously developed urban complexes when the work does not require modification of buildings/structures older than 45 years, occurs within previously disturbed soils and is not within 500 ft of the boundaries of a historic property.

VI. WATER RESOURCE MANAGEMENT AND CONTROLS, when proposed activities substantially conform to the original footprint and/or performed in previously disturbed soils, including the area where the activity is staged.

A. Canal Systems

1. In-kind repairs, when necessary, or in-kind replacement to canal systems and associated elements with the understanding that when the undertaking includes the D&R and Morris Canals, the applicant complies with the New Jersey Register of Historic Places Act N.J.A.C.7.4, effective September 2, 2008 which requires consultation with the appropriate agencies.

B. Breakwaters, Seawalls, Revetments, and Berms

1. In-kind repair or replacement of breakwaters, seawalls, and revetments, provided the work occurs in previously disturbed soils and there are no known shipwrecks within the project's area of potential effect.

C. Dams, Levees, and Floodwalls

1. In-kind repair of dams, levees, floodwalls and related features, including spillways, tide gates, and fuse plugs, provided the work occurs in previously disturbed soils.

D. Fish Hatcheries

1. In-kind repair or replacement of fish hatcheries and fish ladders.

E. Waste-Water Treatment Lagoon Systems

1. In-kind repair or replacement, or minor upgrades of waste-water treatment lagoon systems.

VII. OTHER PROGRAM ACTIVITIES

A. Elevation, Demolition, and Reconstruction

Activities related to the elevation, demolition and/or reconstruction of buildings or structures less than 45 years of age the so long as the proposed activities substantially conform to the original footprint and/or are performed in previously disturbed soils including any staging area, and the buildings or structures are not located within or adjacent to a historic district. *Undertakings may take place using Federal funds to resources located within the areas surveyed by the joint FEMA-SHPO team that have formally been determined to contain no above-ground historic properties without further consultation with NJ SHPO.*

1. Activities related the elevation, demolition or reconstruction of buildings or structures less than 48 years of age provided the proposed activates substantially conform to the original footprint and/or are performed in previously disturbed soils including any staging areas, and the buildings or structures are not located within or adjacent to historic districts.

2. Undertaking occurring within areas previously surveyed by the joint FEMA-SHPO survey team that have been formally determined to contain no above ground historic properties in accordance with Section 106 will have no effect on historic properties. FEMA may approve undertakings to above ground resources in these areas without further consultation with SHPO.

B. Safe Rooms

1. Installation of individual safe rooms within the property limits of a residence where the installation will occur within an existing structure or building or previously disturbed soils.

C. Temporary Actions

1. Installation of temporary stabilization, bracing or shoring, provided each work does not result in additional damage, significant loss of historic fabric, or irreversible alterations, and does not affect known archaeological sites or features or is located in an area with high potential for significant archeological sites.

2. Installation of scaffolding, polyethylene sheeting, tarps or temporary barriers (e.g. chain link fences), provided such work will not result in additional damage, irreversible alterations, or significant loss of historic fabric.

D. Lower Impact Debris Removal Stipulations For Private Property Debris Removal (PPDR) and demolition of condemned private property (as debris) under the Public Assistance Program.

1. **General Approach to Minimize Impact to Soil:**

   a. When using heavy equipment, work from hard or firm surfaces to the fullest extent possible, to avoid sinking into soft soils.

   b. The Applicant will, to the fullest extent possible, ensure that its contractors minimize soil disturbance when operating heavy equipment on wet soils (6 inches or less).

   c. Excavation and burial of debris on site is not permitted.

2. **Activity Specific Guidelines:**

   a. *Woody Debris Removal (including Rootballs):*

      - The Applicant will ensure to the fullest extent possible that all prior PA guidance regarding woody debris is followed.

   b. Filling Voids

      - Any voids which require filling because they are a "health and safety issue" will be filled with suitable fill from an approved source.

   c. *Surface Grading and Site Clean-Up:*

      - The Applicant will ensure to the fullest extent possible that its contractors will limit site grading to within the first six (6) inches of

the existing surface elevation (e.g., side walk level, driveway level, slab level, etc.).

d. *If the building or structure has been destroyed by the event and there are remaining Structural Features or Utilities that Require Removal, then:*
   - Utility lines will be disconnected and capped. In cases where there are no shut-off valves, limited excavation within the utility rights-of-way will be required to cap these service lines.
   - Shearing off of at the ground-surface is strongly encouraged so that further soil disturbance is minimized.

3. **Treatment of Unanticipated Discoveries:**
   a. *Archaeological Materials/Human Remains*
      - If debris removal activities disturb archaeological artifacts (e.g. old bricks, ceramic pieces, historic bottle glass or cans, coins, beads, stones in the form of tools [arrow heads], pieces of crude clay pottery, etc.), archaeological features (e.g. grave markers, house foundations, cisterns, etc.) or human remains the Applicant will ensure to the fullest extent possible that the Contractor immediately stops work in the vicinity of the discovery and take all reasonable measures to avoid or minimize harm to the finds. In such cases, the Applicant will immediately inform the New Jersey State Historic Preservation Office SHPO and FEMA (also the local law enforcement, county corner/medical examiner and county OEM representative for human remains, in accordance with applicable New Jersey SHPO and state guidelines) of the discovery for further guidance. The Applicant will ensure that the Contractor does not proceed with work in the areas of concern until FEMA staff has completed consultation with the (SHPO) and other interested parties, as necessary.

      - To ensure that all applicable State and local laws are adhered to, and permission from all appropriate parties is obtained to remove remains, the Applicant must also determine appropriate legal measures under New Jersey Cemetery law (N.J.S.A. 45:27-23.c).

4. FEMA reserves the right to conduct unannounced field inspections and observe debris removal activities to verify compliance with LIDRS. Failure to comply with these stipulations may jeopardize the Applicant's receipt of federal funding.

5. FEMA and the State Historic Preservation Office (SHPO) have agreed that the Applicant is responsible for ensuring that their demolition contractor adheres to these work restrictions known as Lower Impact Debris Removal Stipulations (LIDRS) for FEMA Public Assistance Category A eligible activities.

Appendix C

Treatment Measures

The following Treatment Measures are suggested for the resolution of Adverse Effects:

If Undertakings result or will result in adverse effects, FEMA, the SHPO, OEM, and participating Tribes(s), may develop a treatment measure plan that includes one or more of the following Treatment Measures, depending on the nature of historic properties affected and the severity of adverse effects. This Appendix may be amended in accordance with Stipulation IV.A.3 of this Agreement, Amendments.

A. Recordation Package

1. Digital Photography Package: Prior to project implementation, the designated responsible party shall oversee the successful delivery of a Digital Photography Package prepared by staff or contractors that meet the Secretary's Professional Qualifications for Architectural History, History, Architecture, or Historic Architecture, as appropriate. The Digital Photography Package will meet the standards cited in the National Park Service's *National Register of Historic Places Photographic Policy March 2010* or subsequent revisions (http://www.nps.gov/nr/publications/bulletins/photopolicy/index.htm).

   a. The Digital Photography Package shall include a comprehensive collection of photographs of both interior and exterior views showing representative spaces and details of significant architectural features and typical building materials. Exterior photographs shall include full oblique and contextual images of each elevation. Exterior views shall be keyed to a site plan while interior views shall be keyed to a floor plan of the building/structure. The photographs shall be indexed according to the date photographed, site number, site name, site address, direction, frame number, subject matter and photographer's name recorded on the reverse side in pencil.

   b. The Digital Photography Package shall include printed color copies of the digital photographs (on appropriate paper, per *NPS Photographic Policy*), a CD/DVD of the digital photographs, a completed state architectural inventory form, and a written site history of the historic property.

   c. The designated responsible party shall submit the Digital Photography Package to the SHPO and participating Tribes for review and approval. Once approved by the SHPO and participating Tribes, the designated responsible party shall submit full copies of the approved Digital Photography Package to _____for permanent retention.

2. 35 mm Black and White Film Photography Package: Prior to project implementation, the designated responsible party shall oversee the successful delivery of a 35 mm Black and White Film Photography Package prepared by staff or contractors that meet the Secretary's Professional Qualifications for Architectural History, History, Architecture, or Historic Architecture, as appropriate.

   a. The 35 mm Black and White Film Photography Package shall include a comprehensive collection of photographs of both interior and exterior views showing representative spaces and details of significant architectural features and typical building materials. Exterior photographs shall include full oblique and contextual images of each elevation. Exterior views shall be keyed to a site plan while interior views shall be keyed to a floor plan of the building/structure. The photographs shall be indexed according to the date photographed, site number, site name, site address, direction, frame number, subject matter and photographer's name recorded on the reverse side in pencil.

   b. The 35 mm Black and White Film Photography Package shall include one (1) full set of 35mm film black and white photographs printed on acid free paper, the corresponding 35mm film negatives in acid free sleeves, a completed state architectural inventory form, and a written site history of the historic property.

   c. The designated responsible party shall submit the 35 mm Black and White Film Photography Package to the SHPO and participating Tribes for review and approval. Once approved by the SHPO and participating Tribes, the designated responsible party shall submit full copies of the approved 35 mm Black and White Film Photography Package to _____ for permanent retention.

3. Large Format Film Photography Package: Prior to project implementation, the designated responsible party shall oversee the successful delivery of a Large Format Film Photography Package prepared by staff or contractors that meet the Secretary's Professional Qualifications for Architectural History, History, Architecture, or Historic Architecture, as appropriate.

   a. The Large Format Film Photography Package shall include a comprehensive collection of photographs of both interior and exterior views showing representative spaces and details of significant architectural features and typical building materials. Exterior photographs shall include full oblique and contextual images of each elevation. Exterior views shall be keyed to a site plan while interior views shall be keyed to a floor plan of the building/structure. The photographs shall be indexed according to the date photographed, site number, site name, site address, direction, frame number, subject matter and photographer's name recorded on the reverse side in pencil.

b. The Large Format Film Photography Package shall include one (1) full set of 4 x 5 or 5 x 7-inch photographs printed on acid free paper, the corresponding 4 x 5 or 5 x 7-inch negatives in acid free sleeves, a completed state architectural inventory form, and a written site history of the historic property.

c. The designated responsible party shall submit the Large Format Film Photography Package to the SHPO and participating Tribes for review and approval. Once approved by the SHPO and affected Tribes, the designated responsible party shall submit full copies of the approved Large Format Film Photography Package to _____ for permanent retention.

B. Design Review by SHPO and participating Tribes

Prior to project implementation, FEMA, the Grantee, and subgrantee shall work with the SHPO and participating Tribes to develop a historically compatible design. Plans and specifications will, to the greatest extent feasible, preserve the basic character of a building. Primary emphasis shall be given to the major street elevations that are visible. Significant contributing features (e.g. trim, windows, doors, porches) will be repaired or replaced with either in-kind materials or materials that come as close as possible to the original materials in basic appearance. Aesthetic camouflaging treatments such as use of veneers, paints, texture compounds and other surface treatments and/or use of sympathetic infill panels and landscaping features will be employed to the greatest extent feasible. Final construction drawings used in the bidding process will be submitted to the SHPO and participating Tribes for review and comment prior to the award of a construction contract and the initiation of construction activities. No photography of Native American human remains or funerary objects will be allowed

C. Tribal Treatment Plan

FEMA shall work with the participating Tribes to develop a plan for the protection and treatment of, including but not limited to, Native American remains, funerary objects, cultural and religious landscapes, ceremonial items, traditional gathering areas and cultural items, for known sites and in the event that any are discovered in conjunction with the Undertaking, including archaeological studies, excavation, geotechnical investigations, grading, and all ground-disturbing activity. The plan will also formalize procedures for Tribal monitoring during archaeological studies, grading, and ground disturbing activities for the Undertaking.

D. Public Interpretation

Prior to project implementation, FEMA, OEM, and the subgrantee will work with the SHPO and participating Tribes to design an educational interpretive plan. The plan may include signs, displays, educational pamphlets, websites, workshops and other similar mechanisms to educate the public on historic properties within the local community, state, or region. Once an interpretive plan has been agreed to by the parties, SHPO, participating

Tribes, and the designated responsible party will continue to consult throughout implementation of the plan until all agreed upon actions have been completed by the designated responsible party.

E. Historical Context Statements and Narratives

Prior to project implementation, FEMA, OEM, and the subgrantee will work with the SHPO and participating Tribes to determine the topic and framework of a historic context statement or narrative the designated responsible party shall be responsible for completing. The statement or narrative may focus on an individual property, a historic district, a set of related properties, or relevant themes as identified in the statewide preservation plan. Once the topic of the historic context statement or narrative has been agreed to, the designated responsible party shall continue to coordinate with the SHPO and participating Tribes through the drafting of the document and delivery of a final product. The SHPO and participating Tribes shall have final approval over the end product. The designated responsible party will use staff or contractors that meet the Secretary's Professional Qualifications for the appropriate discipline.

F. Oral History Documentation

Prior to project implementation, FEMA, OEM, and the subgrantee will work with the SHPO and participating Tribes to identify oral history documentation needs and agree upon a topic and list of interview candidates. Once the parameters of the oral history project have been agreed upon, the designated responsible party shall continue to coordinate with the SHPO and participating Tribes through the data collection, drafting of the document, and delivery of a final product. The SHPO and participating Tribes shall have final approval over the end product. The designated responsible party will use staff or contractors that meet the Secretary's Professional Qualifications for the appropriate discipline.

G. Historic Property Inventory

Prior to project implementation, FEMA, OEM, and the subgrantee will work with the SHPO and participating Tribes to establish the appropriate level of effort to accomplish a historic property inventory or synthesis of archeological data. Efforts may be directed toward the resurvey of previously designated historic properties and/or districts which have undergone change or lack sufficient documentation, or the survey of new historic properties and/or districts that lack formal designation. Once the boundaries of the survey area have been agreed upon, the designated responsible party shall continue to coordinate with the SHPO and participating Tribes through the data collection process. The designated responsible party will use SHPO and participating Tribes standards for the survey of historic properties and SHPO and participating Tribes forms as appropriate. The designated responsible party will prepare a draft inventory report, according to SHPO and participating Tribes templates and guidelines, and work with the SHPO and participating Tribes until a final property inventory is approved. The designated responsible party will

use staff or contractors that meet the Secretary's Professional Qualifications for the appropriate discipline.

H. National Register and National Historic Landmark Nominations

Prior to project implementation, FEMA, OEM, and the subgrantee will work with the SHPO, and participating Tribes to identify the individual properties that would benefit from a completed National Register or National Historic Landmark nomination form. Once the parties have agreed to a property, the designated responsible party shall continue to coordinate with the SHPO and participating Tribes through the drafting of the nomination form. The SHPO and participating Tribes will provide adequate guidance to the designated responsible party during the preparation of the nomination form and shall formally submit the final nomination to the Keeper for inclusion in the National Register. The designated responsible party will use staff or contractors that meet the Secretary's Professional Qualifications for the appropriate discipline.

I. Geo-References of Historic Maps and Aerial Photographs

Prior to project implementation, FEMA, OEM, and the subgrantee will work with the SHPO and participating Tribes to identify the historic maps and/or aerial photographs for scanning and geo-referencing. Once a list of maps and/or aerial photographs have been agreed upon, the designated responsible party shall continue to coordinate with the SHPO and participating Tribes through the scanning and geo-referencing process and shall submit drafts of paper maps and electronic files to them for review. The SHPO and participating Tribes shall have final approval on the quality of the documentation provided by the designated responsible party. The final deliverable shall include a paper copy of each scanned image, a geo-referenced copy of each scanned image, and the metadata relating to both the original creation of the paper maps and the digitization process.

APPENDIX D.1

STIPULATIONS RELATIVE TO CONSULTATION WITH THE ABSENTEE SHAWNEE TRIBE OF INDIANS OF OKLAHOMA

WHEREAS, FEMA has determined that implementation of its Programs will result in Undertakings that may have an effect on properties of traditional religious and cultural significance to the Absentee Shawnee Tribe of Indians of Oklahoma (Tribe) that are listed in or eligible for the National Register of Historic Places (historic properties), and has consulted with the Tribe pursuant to 36 C.F.R. § 800.14(b)(3) ("Developing programmatic agreements") and 36 C.F.R. § 800.3(f)(2) ("Involving Indian Tribes") of the regulations implementing Section 106 of the NHPA; and

WHEREAS, the Tribe has identified an area of geographic concern with respect to historic properties of religious and cultural significance as being within Burlington, Camden, Cumberland, Gloucester, Hunterdon, Mercer, Salem, Sussex, and Warren Counties in New Jersey; and

WHEREAS, the Tribe has established a THPO (or not), pursuant to Section 101(d)(2) of the NHPA; and

WHEREAS, the Tribe has identified those types of FEMA-funded projects to which it wishes to become a consulting party;

NOW, THEREFORE, FEMA will consult with the Tribe under the following circumstances:

1. FEMA will initially notify the Tribe whenever the State of NJ receives a disaster declaration for the identified area of geographic concern as listed above. Protocols for further consultation, if needed, will be established between FEMA and the Tribe at that time.

2. FEMA will inform the Tribe of any Alternate or Improved Project involving extensive land disturbance in Burlington, Camden, Cumberland, Gloucester, Hunterdon, Mercer, Salem, Sussex, and Warren Counties.

3. FEMA will request Tribal consultation whenever a FEMA-funded Undertaking has the potential to affect any ~~a large,~~ pre-Contact, Native American archaeological habitation site listed in or eligible for listing in the National Register of Historic Places in Burlington, Camden, Cumberland, Gloucester, Hunterdon, Mercer, Salem, Sussex, and Warren Counties.

4. FEMA will request that the Tribe become a Consulting Party in determining the treatment and disposition of any Native American grave or human remains that are inadvertently discovered as a result of a FEMA-funded Undertaking in All Counties in New Jersey.

****

APPENDIX D.2

STIPULATIONS RELATIVE TO CONSULTATION WITH THE DELAWARE NATION

WHEREAS, FEMA has determined that implementation of its Programs will result in Undertakings that may have an effect on properties of traditional religious and cultural significance to the Delaware Nation (Tribe) that are listed in or eligible for the National Register of Historic Places (historic properties), and has consulted with the Tribe pursuant to 36 C.F.R. § 800.14(b)(3) ("Developing programmatic agreements") and 36 C.F.R. § 800.3(f)(2) ("Involving Indian Tribes") of the regulations implementing Section 106 of the NHPA; and

WHEREAS, the Tribe has identified an area of geographic concern with respect to historic properties of religious and cultural significance as being all counties within the entire State of New Jersey; and

WHEREAS, the Tribe has established a THPO (or not), pursuant to Section 101(d)(2) of the NHPA; and

WHEREAS, the Tribe has identified those types of FEMA-funded projects to which it wishes to become a consulting party;

NOW, THEREFORE, FEMA will consult with the Tribe under the following circumstances:

5. FEMA will initially notify the Tribe whenever the State of NJ receives a disaster declaration for the identified area of geographic concern as listed above. Protocols for further consultation, if needed, will be established between FEMA and the Tribe at that time.

6. FEMA will inform the Tribe of any Alternate or Improved Project involving extensive land disturbance in all counties within the State of New Jersey.

7. FEMA will request Tribal consultation whenever a FEMA-funded Undertaking has the potential to affect a large, pre-Contact, Native American archaeological habitation site in all counties within the State of New Jersey.

8. FEMA will request that the Tribe become a Consulting Party in determining the treatment and disposition of any Native American grave or human remains that are inadvertently discovered as a result of a FEMA-funded Undertaking in all counties within the State of New Jersey.

****

APPENDIX D.3

STIPULATIONS RELATIVE TO CONSULTATION WITH THE DELAWARE TRIBE OF INDIANS

WHEREAS, FEMA has determined that implementation of its Programs will result in Undertakings that may have an effect on properties of traditional religious and cultural significance to the Delaware Tribe of Indians (Tribe) that are listed in or eligible for the National Register of Historic Places (historic properties), and has consulted with the Tribe pursuant to 36 C.F.R. § 800.14(b)(3) ("Developing programmatic agreements") and 36 C.F.R. § 800.3(f)(2) ("Involving Indian Tribes") of the regulations implementing Section 106 of the NHPA; and

WHEREAS, the Tribe has identified an area of geographic concern with respect to historic properties of religious and cultural significance as being all counties within the entire State of New Jersey; and

WHEREAS, the Tribe has established a THPO (or not), pursuant to Section 101(d)(2) of the NHPA; and

WHEREAS, the Tribe has identified those types of FEMA-funded projects to which it wishes to become a consulting party;

NOW, THEREFORE, FEMA will consult with the Tribe under the following circumstances:

9. FEMA will initially notify the Tribe whenever the State of NJ receives a disaster declaration for the identified area of geographic concern as listed above. Protocols for further consultation, if needed, will be established between FEMA and the Tribe at that time.

10. FEMA will inform the Tribe of any Alternate or Improved Project involving extensive land disturbance in all counties within the State of New Jersey.

11. FEMA will request Tribal consultation whenever a FEMA-funded Undertaking has the potential to affect a large, pre-Contact, Native American archaeological habitation site in all counties within the State of New Jersey.

12. FEMA will request that the Tribe become a Consulting Party in determining the treatment and disposition of any Native American grave or human remains that are inadvertently discovered as a result of a FEMA-funded Undertaking in all counties within the State of New Jersey.

****

APPENDIX D.4

STIPULATIONS RELATIVE TO CONSULTATION WITH THE SHAWNEE TRIBE OF OKLAHOMA

WHEREAS, FEMA has determined that implementation of its Programs will result in Undertakings that may have an effect on properties of traditional religious and cultural significance to the Shawnee Tribe of Oklahoma (Tribe) that are listed in or eligible for the National Register of Historic Places (historic properties), and has consulted with the Tribe pursuant to 36 C.F.R. § 800.14(b)(3) ("Developing programmatic agreements") and 36 C.F.R. § 800.3(f)(2) ("Involving Indian Tribes") of the regulations implementing Section 106 of the NHPA; and

WHEREAS, the Tribe has identified an area of geographic concern with respect to historic properties of religious and cultural significance as being all counties within the entire State of New Jersey; and

WHEREAS, the Tribe has established a THPO (or not), pursuant to Section 101(d)(2) of the NHPA; and

WHEREAS, the Tribe has identified those types of FEMA-funded projects to which it wishes to become a consulting party;

NOW, THEREFORE, FEMA will consult with the Tribe under the following circumstances:

13. FEMA will initially notify the Tribe whenever the State of NJ receives a disaster declaration for the identified area of geographic concern as listed above. Protocols for further consultation, if needed, will be established between FEMA and the Tribe at that time.

14. FEMA will inform the Tribe of any Alternate or Improved Project involving extensive land disturbance in all counties within the State of New Jersey.

15. FEMA will request Tribal consultation whenever a FEMA-funded Undertaking has the potential to affect a large, pre-Contact, Native American archaeological habitation site in all counties within the State of New Jersey.

16. FEMA will request that the Tribe become a Consulting Party in determining the treatment and disposition of any Native American grave or human remains that are inadvertently discovered as a result of a FEMA-funded Undertaking in all counties within the State of New Jersey.

****

APPENDIX D.5

STIPULATIONS RELATIVE TO CONSULTATION WITH THE STOCKBRIDGE-MUNSEE BAND OF MOHICANS

WHEREAS, FEMA has determined that implementation of its Programs will result in Undertakings that may have an effect on properties of traditional religious and cultural significance to the Stockbridge-Munsee Band of Mohicans (Tribe) that are listed in or eligible for the National Register of Historic Places (historic properties), and has consulted with the Tribe pursuant to 36 C.F.R. § 800.14(b)(3) ("Developing programmatic agreements") and 36 C.F.R. § 800.3(f)(2) ("Involving Indian Tribes") of the regulations implementing Section 106 of the NHPA; and

WHEREAS, the Tribe has identified an area of geographic concern with respect to historic properties of religious and cultural significance as being within Burlington, Sussex, and Warren Counties in New Jersey; and

WHEREAS, the Tribe has established a THPO (or not), pursuant to Section 101(d)(2) of the NHPA; and

WHEREAS, the Tribe has identified those types of FEMA-funded projects to which it wishes to become a consulting party;

NOW, THEREFORE, FEMA will consult with the Tribe under the following circumstances:

17. FEMA will initially notify the Tribe whenever the State of NJ receives a disaster declaration for the identified area of geographic concern as listed above. Protocols for further consultation, if needed, will be established between FEMA and the Tribe at that time.

18. FEMA will inform the Tribe of any Alternate or Improved Project involving extensive land disturbance in Burlington, Sussex, and Warren Counties.

19. FEMA will request Tribal consultation whenever a FEMA-funded Undertaking has the potential to affect a large, pre-Contact, Native American archaeological habitation site in Burlington, Sussex, and Warren Counties.

20. FEMA will request that the Tribe become a Consulting Party in determining the treatment and disposition of any Native American grave or human remains that are inadvertently discovered as a result of a FEMA-funded Undertaking in Burlington, Sussex, and Warren Counties.

****

APPENDIX E

TO THE PROGRAMMATIC AGREEMENT AMONG THE FEDERAL EMERGENCY MANAGEMENT AGENCY, THE NEW JERSEY STATE OFFICE OF EMERGENCY MANAGEMENT, THE NEW JERSEY STATE HISTORIC PRESERVATION OFFICER, AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION

WHEREAS, as a result of Hurricane Sandy (DR-4086-NJ) (Disaster Declaration), the Federal Emergency Management Agency (FEMA) of the Department of Homeland Security, pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288 (1974) (codified as amended at 42 U.S.C. § 5121 *et seq.*) (Stafford Act); the National Flood Insurance Act of 1968, Pub. L. No. 90-448 (1968) (as amended); the Flood Disaster Protection Act of 1973, Pub. L. No. 93-234 (1973) (as amended); the National Flood Insurance Reform Act of 1994, Pub. L. No. 103-325 (1994) (as amended); and implementing regulations contained in Title 44 of the Code of Federal Regulations (C.F.R.), proposes to provide assistance through the New Jersey State Office of Emergency Management (OEM); and

WHEREAS, FEMA consulted with OEM, the New Jersey State Historic Preservation Officer (SHPO), the Advisory Council on Historic Preservation (ACHP) and [insert others here] to develop and execute a Programmatic Agreement (PA) for its disaster recovery activities in [insert date of PA execution]; and

WHEREAS, [federal agency will fill in name, statutory authority, and undertaking]; and

WHEREAS, Stipulation [insert number here] of this PA allows other Federal agencies to fulfill their Section 106 responsibilities for their undertakings that projects addressed in this PA by fully accepting all the terms of the PA and executing this Addendum;

NOW, THEREFORE, [federal agency] has determined to accept the terms and conditions of the PA and thereby take into account the effects of its undertakings and satisfy its Section 106 responsibilities.

EXECUTION AND IMPLEMENTATION of this Addendum to the PA evidences that [federal agency] has taken into account the effects of its undertaking on historic properties, and that through the execution of this Addendum and implementation of the PA, the [federal agency] will satisfy its responsibilities under Section 106 of the National Historic Preservation Act and its implementing regulations for the referenced [program or undertaking].

SIGNATORY PARTIES:

FEDERAL EMERGENCY MANAGEMENT AGENCY

_____ Date: _____

[name]
[title]

NEW JERSEY STATE HISTORIC PRESERVATION OFFICER

_____ Date: _____

[name]
[title]

ADVISORY COUNCIL ON HISTORIC PRESERVATION

_____ Date: _____

John M. Fowler
Executive Director

[OTHER FEDERAL AGENCY]

_____ Date: _____

[name]

[title]

Exhibit B

Outline of Environmental Review Record (ERR) Items

The following items will be needed in an ERR depending on the type of project to be completed.

Complete the appropriate Environmental Review Project Packet using one of the four packets contained in this Attachment.

Exempt Activities [24 CFR 58.34]

- Cover Sheet
- Determination of Level of Review
- Finding of Exempt Activity
- 58.6 Checklist

Categorical Exclusion Not Subject To (CENST) Activities [24 CFR 58.35(b)]

- Cover Sheet
- Determination of Level of Review
- Finding of CENST Activity
- 58.6 Checklist
- Supporting Documentation (if necessary)

Categorical Exclusion Subject To (CEST) Activities [24 CFR 58.35(a)]

- Cover Sheet
- Determination of Level of Review
- Statutory Checklist
- 58.6 Checklist
- Supporting Documentation
- 7-Day Public Notice NOI/RROF Publication
- RROF/Certification
- 8 Step Process (if necessary)

Environmental Assessment [24 CFR 58.36]

- Cover Sheet
- Determination of Level of Review
- HUD Environmental Assessment
- Supporting Documentation
- 15-Day Public Notice FONSI &NOI/RROF Publication
- RROF/Certification
- Supporting Documentation
- • 8 Step Process (if necessary)