



## State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PROCUREMENT BUREAU  
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*Lt. Governor*

May 21, 2013

To: All Interested Bidders

**Re: RFP # 14-X-23110**  
**AUDITING AND OTHER RELATED SERVICES FOR DISASTER RECOVERY (HURRICANE SANDY)**

**Original Submission Due Date: May 30, 2013 (2:00 p.m.)**

**Revised Submission Due Date: May 31, 2013 (2:00 p.m.)**

### **ADDENDUM #1**

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

Part 1: Answers to questions.

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

It is the sole responsibility of the bidder to be knowledgeable of all of the additions, deletions, clarifications and modifications to the RFP and/or the New Jersey Standard Terms and Conditions relative to this RFP as set forth in all addenda.

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

**PART 1**  
**AUDITING AND OTHER RELATED SERVICES FOR DISASTER RECOVERY (HURRICANE SANDY)**  
**RFP 14-X-23110**

**Answers to Questions**

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

**1. Section: 1.1 Page: 4**

**Question:** *The purpose of this RFP is “to act as a supplement to the recently issued federally-based, GSA RFQ for Program and Process Management Auditing...for Hurricane Sandy contracts.” Is this a supplement in terms of increasing the number of firms awarded in each pool? Did the state not have enough firms awarded (issued an intent to award) under the GSA RFQ therefore issuing this identical RFP?*

**Answer:** **The State's goal of this RFP is to increase the number of firms awarded in each pool.**

**2. Section: 1.1 Page: 4**

**Question:** *The RFP states that the contract awards will act as a supplement to the recently issued federally-based GSA RFQ for the same services. If awards have already been made related to the GSA RFQ, who were the successful vendors?*

**Answer:** **The following firms were awarded a contract in response to the related RFQ:**

**ADDX Corporation - Pool 3**  
**Brown & Company CPAs, PLLC - Pools 1, 2, & 3**  
**CliftonLarsonAllen LLP - Pools 1, 2, & 3**  
**CohnReznick LLP - Pools 1, 2, & 3**  
**Customer Value Partners - Pools 1, 2, & 3**  
**Deloitte Financial Advisory Services - Pools 1, 2, & 3**  
**FTI Consulting - Pools 1 & 2**  
**GMG Management Consulting - Pools 1, 2, & 3**  
**Grant Thornton - Pools 1, 2, & 3**  
**Hagerty Consulting - Pools 1 & 2**  
**Innovative Emergency Management - Pools 1, 2, & 3**  
**Ofori & Associates - Pools 1 & 2**  
**T & T Consulting Services - Pool 1**  
**Ernst & Young - Pools 1, 2, & 3**  
**Foxx & Company - Pools 1, 2, & 3**

**Question:** *Please provide the names of the vendors who submitted proposals in response to the GSA RFQ. ?*

**Answer:** **The following bidders also submitted proposals:**

**AED, Inc.**  
**BDO USA, LLP**  
**PricewaterhouseCoopers LLP**  
**Talson Solutions LLC**  
**GMG Management Consulting Inc.**  
**Reed Associates**

**3. Section: 1.1 Page: 4**

**Question:** *In the fifth paragraph, "Qualified firms shall possess all required Federal and State licensing." As professional services firms, we possess the required State licensing, but for legal and accounting professionals, there are no required Federal licenses. Are there any Federal licenses we are obligated to obtain in order to respond to this RFP?*

**Answer:** **A contractor is required to possess all licenses as required by State and federal laws and regulations if such a license is needed to ensure compliance with the applicable State and/or federal law or regulation. Since the breadth of services that may be required for each Task Order in the future is not presently known, the State cannot prospectively answer this question.**

**4. Section: 1.1 Page: 4**

**Question:** *Would the State alter the solicitation to designate the work to be performed under the contract to be as a "contractor" as opposed to a "grantee" or "sub-grantee"? Sub-recipients (sub-awardees) of the grant are subject to certain grant provisions which do not allow for-profit firms to compete and has highly-stringent audit requirements requiring a cost build-up for expenses. Subcontractors (also termed Contractors) to the grant may receive profit, nor are they required to comply with cost accounting standards, and may perform Firm Fixed Price contracts for a flat fee with not cost or expense build-up for expenses.*

*Subcontractors (also termed Contractors) to the grant may receive profit, nor are they required to comply with cost accounting standards, and may perform Firm Fixed Price contracts for a flat fee with not cost or expense build-up.*

*To confirm that the work can be performed as a contractor (as opposed to a sub-grantee) would allow a more competitive cross section of qualified bidders and satisfy the State's competition goals.*

**Answer:** **Firms awarded contracts pursuant to this RFP will be considered "contractors" as defined in the RFP.**

**5. Section: 1.1 Page: 4**

**Question:** *The RFP states "Bidders should note that contractors resulting from this RFP will be engaged through Task Orders only after a Using Agency is unable to obtain required services from those contractors previously engaged through the GSA RFQ." This could result in a situation where a bidder for this RFP with a higher score than an awardee under the GSA RFQ would not have the opportunity to perform work to assist the State. Would the State be willing to consider modifying this language to give equal opportunity to all qualified awardees*

**Answer:** **Please refer to the RFP modification in Part 2 of this Addendum. It is the State's intent to increase the total number of firms contracted within the three pools through this RFP.**

**6. Section: 1.1 Part 1 Page: 4**

**Question:** *Section 1.1 of the RFP states, among other things, that:*

*"The contract awards will act as a supplement to the recently issued federally-based, General Services Administration (GSA), Request for Quotation (RFQ) for Program and Process Management Auditing, Financial Auditing and Grant Management, and Integrity Monitoring/Anti-Fraud Services for Disaster Recovery Assistance (Hurricane Sandy) contract. . . .*

*[C]ontractors resulting from this RFP will be engaged through Task Orders only after a Using Agency is unable to obtain required services from those contractors previously engaged through the GSA RFQ."*  
*(RFP, § 1.1.)*

*Due to the foregoing language, the RFP could be interpreted to mean that contractors resulting from this RFP ("State RFP Contractors") will only receive requests for competitive price quotes, as contemplated under the RFP's "Engagement Process" in Section 1.2.1., if the Treasurer or Using Agency: (i) requests quotes from the members of the relevant pool created through the GSA RFQ ("GSA Vendors"); but (ii) no GSA Vendor that can permissibly provide the services submits a proposal in response to the request.*

**Question:** (a) Questions regarding Section 1.1 (4)

*(1) Is the foregoing interpretation of the RFP partly or entirely correct? For this question, if the foregoing interpretation of the RFP is not entirely correct, please explain why and provide a correct interpretation.*

**Answer:** Please refer to the RFP modification on this issue in Part 2 of this Addendum. Please also see the State's response to Question 5 for further clarification.

**Question:** (2) What does "supplement" mean in the excerpt from Section 1.1 above?

**Answer:** The State considers "supplement" to mean the addition of contractors within all pools to increase the number of firms within each pool.

**Question:** (3) *In what circumstances will the Treasurer or Using Agency be "unable to obtain required services from those contractors previously engaged through the GSA RFQ," as stated in the excerpt from Section 1.1 above?*

**Answer:** Please refer to the RFP modification in Part 2 of this Addendum regarding the engagement process.

**Question:** (4) *Who will decide whether or not the Treasurer or Using Agency is "unable to obtain required services from" a GSA Vendor?*

**Answer:** See prior answer.

**Question:** (5) *If only one GSA Vendor provides a proposal in response to a request for competitive price quotes, can the Treasurer or Using Agency reject the proposal and then issue a request to the appropriate pool of State RFP Contractors?*

**Answer:** Please refer to the RFP modification in Part 2 of this Addendum regarding the engagement process. Please also refer to the State's response to Question #5 for further clarification. Contractors under the GSA RFQ will not receive preference solely due to the fact they were awarded contracts under the GSA RFQ.

**Question:** (6) *Will the Treasurer or Using Agencies' requests for competitive price quotes be issued to the GSA Vendors and State RFP Contractors simultaneously? For this question, if the answer is "no," please also state whether the State RFP Contractors will receive notice of the issuance of the requests to the GSA Vendors at the time of their issuance.*

**Answer:** See prior answer.

## **7. Section: 1.1 Part 2 Page: 4**

**Question:** *If the interpretation stated above is correct, the RFP will, in certain instances, limit the Treasurer and Using Agencies' ability to solicit proposals from contractors that can provide the best price and service. For instance, if one GSA Vendor provides a proposal in response to a request for competitive price quotes, then the Treasurer or Using Agency will be required to engage that GSA Vendor, even if there are numerous State RFP Contractors that would, given the opportunity, provide better proposals. By imposing a preference for GSA Vendors, the RFP could be fettering competition by precluding the Treasurer and Using Agencies from, in certain instances, even requesting a price quote from qualified State RFP Contractors, let alone contracting with them.*

Therefore, we respectfully request that the RFP be generally modified to: (i) permit the Treasurer and Using Agencies to simultaneously issue requests for competitive price quotes to the GSA Vendors and State RFP Contractors; (ii) eliminate any preference for GSA Vendors; and (iii) enable the Treasurer and Using Agencies to select the appropriate contractor based on traditional criteria, including price, quality, and experience.

To effectuate such a modification, the following provisions must be eliminated from the RFP:

- “[C]ontractors resulting from this RFP will be engaged through Task Orders only after a Using Agency is unable to obtain required services from those contractors previously engaged through the GSA RFQ,” (RFP, § 1.1); and
- “. . . when it has determined it cannot obtain the required services from contracts awarded through the GSA RFQ.” (RFP, § 1.2.1.)

In addition, depending on its meaning, the word “supplement” in Sections 1.1 and 1.2 may need to be replaced with “augmentation” or “augment.”

**Answer: Please refer to the RFP modification in Part 2 of this Addendum. Please also refer to the State’s Answers to Questions #5 and #6 for further clarification.**

**8. Section: 1.2.1 Page: 5**

**Question:** *The RFP States that “Any firm may submit pricing lower than its bid price for a specific project. The firm will then be held to that lower pricing for all future engagements.” Is it possible to amend this statement to read “. . .held to that lower pricing for all future engagements of similar size and scope.” Given that each project may involve various focus areas, professional levels, timing, hours, etc., the pricing structure may need to be different from project to project. We are concerned the State would not receive the benefit of a lower pricing structure when feasible if vendors will always be locked into that lower price despite the scope and size of the project.*

**Answer: The State has reviewed your request and does not agree to this requested modification.**

**9. Section: 1.2 Page: 5**

**Question:** *The solicitation mentions a previous GSA RFQ (General Services Administration (GSA), Request for Quotation (RFQ) for Program and Process Management Auditing, Financial Auditing and Grant Management, and Integrity Monitoring/Anti-Fraud Services for Disaster Recovery Assistance (Hurricane Sandy)), which was released on the GSA Advantage system. Can you please provide a copy of this RFQ to potential offerors who did not receive this RFQ initially?*

**Answer: The Scope of Work requirements in this RFP are substantially similar to the previously issued RFQ.**

**10. Section: 1.2.1 Page: 5**

**Question:** *What criteria will the State use to determine the minimum of 5 (or total of) contractors to be selected for services that cannot be obtained through the GSA RFQ? Will it be done on a rotational basis?*

**Answer: The State Contract Manager in consultation with the Using Agency, will determine which firms will be selected. A Method of Operation will be developed after contract award.**

**11. Section: 1.2.1 Page: 5**

**Question:** *What would be the reasons for the Treasurer or Using Agency to determine they are unable to obtain required services from the contracts awarded through the previous GSA RFQ titled “Program and Process Management Auditing, Financial Auditing and Grant Management, and Integrity Monitoring/ Anti-Fraud Services for Disaster Recovery Assistance (Hurricane Sandy)”?*

**Answer: Please refer to Part 2 of this Addendum regarding the engagement process.**

**12. Section: 1..1 Part 3 Page: 5**

Section 1.2.1 of the RFP states, among other things, that:

*“The request [for competitive price quotes] will be sent from the Treasurer or Using Agency to a minimum of five (5) contractors in the appropriate pool, or to all contractors if the pool contracts less than 5 contractors, in order to avoid any perception of preference. . . .*

*If a contractor is not able to participate in a specific request due to a conflict of interest or scheduling, it shall decline the request . . . in writing . . . within three (3) business days of the issuance of the request. . . . Prior to finalizing any engagement . . . the Treasurer or Using Agency must determine whether the intended contractor has any conflict with regard to the services requested with due regard to the entity being audited or monitored.”*  
(RFP, § 1.2.1.)

Questions regarding Section 1.2.1 (5-6)

**Question:** *In circumstances where the relevant pool has more than five contractors, what factors or considerations will determine or impact the number of contractors that receive a request for competitive price quotes?*

**Answer:** **Please refer to the State's Answer to Question #10.**

**Question:** *Who will decide the number and identity of the contractors that receive a request for competitive price quotes?*

**Answer:** **Please refer to the State's Answer to Question #10.**

**Question:** *In circumstances where the relevant pool has more than five contractors, what factors or considerations will determine or impact which contractors receive a request for competitive price quotes?*

**Answer:** **Please refer to the State's Answer to Question #10.**

**Question:** *What is the standard for “conflict” and “conflict of interest” in the above excerpt from Section 1.2.1 (5-6)?*

**Answer:** **A prime example of a conflict is that pool contractors may compete for a contract award in one or more pools; however bidders awarded contracts for multiple pools may not provide conflicting services for the same projects. Another example is that, a person with CDBG responsibilities, decision-making power or information may not obtain a financial interest or benefit from CDBG activity or have any interest in the contract or subcontract. Please also refer to Section 5.21 of the RFP which states that firms are prohibited from acting as a contractor for both the auditing and integrity monitoring requirements for the same project.**

**13. Section: 1.2.1 Page: 5**

**Question:** *The RFP states “ The request will be sent from the Treasurer or Using Agency to a minimum of 5 contractors in the appropriate pool...” What will be the selection process or how will the State select the 5 contractors ?*

**Answer:** **Please refer to the State's Answer to Question #10.**

**14. Section: 1.4.8 Page: 10**

**Question:** *If the State is amenable to a contractor being considered a “contractor” as opposed to a “sub-grantee” would the state alter the solicitation to reflect the auditing and reporting requirements of a “contractor”? If the State determines that bidders could be considered contractors under grant law, the reporting requirements should be updated as applicable to contractors as opposed to sub-grantees.*

**Answer:** Firms awarded contracts as a result from this RFP will be considered contractors as defined in the RFP.

**15. Section: 3.0 Page: 14**

**Question:** *My firm is interested in understanding more about the size of this job. Would you be able to provide a brief overview of the services needed, timing and expected output or report?*

**Answer:** The State makes no guarantee of work volume. The “size of this job” would be determined by the number of Task Orders awarded to any one contractor in the pools and the scope of work contained in those Task Orders.

**16. Section: 3.1 Page: 14**

**Question:** *Would the responding contractor act as a consultant to the system developers to determine that the system meets the needs of the State and other users in regard to controls for accountability and reporting?*

**Answer:** The State refers the bidder to the Scope of Work for contemplated services.

**17. Section: 3.0 Page: 14**

**Question:** *The RFP states the contractor should be able to provide professional specialties such as engineering and structural integrity services, etc. Please provide a list of awarded contracts with identifiers that the State expects the integrity monitoring awardee to oversee.*

**Answer:** The State cannot provide a list at this time as the procurement for many services required are ongoing.

**18. Section: 3.3 Page: 15**

**Question:** *Can we state in our Technical Proposal that our firm plans to use one or more subcontractors, or does each subcontractor have to be identified in the proposal? If they must be identified now, do we have the ability to switch subcontractors listed if we are awarded certain work at a later date?*

**Answer:** A bidder must list each specific subcontractor it intends to use within its proposal. A contractor wishing to substitute or add/delete subcontractors after award must comply with the provisions of Section 5.7 of the RFP and Section 5.8 of the State of New Jersey Standard Terms and Conditions. Please note that this is a contract with set-aside subcontracting goals for New Jersey Small Business Enterprises. If a bidder intends to subcontract, please refer to Section 4.4.1.5.2 of the RFP for more information concerning the actions that a bidder must take to satisfy the requirements of the RFP’s set-aside subcontracting goal. Please also note that if the bidder intends to subcontract, it must submit a Subcontractor Utilization Plan in accordance with Section 4.4.1.4 of the RFP. All subcontractors must have a valid Business Registration Certificate on file with the Division of Revenue and a copy of the registration certificate should be attached to the Subcontractor Utilization Plan.

**19. Section: 4.4 Page: 19**

**Question:** *There is a restriction of 25 pages for the "Technical Proposal". Please confirm this page limit applies to all items covered in 4.4.3.1 through 4.4.3.4. Also, please confirm that the restriction is for each pool i.e., if a firm bids on all three pools the maximum number of pages is 75.*

**Answer:** The 25 page limit applies to the entire Technical Proposal for each pool. Therefore, if a bidder submits a proposal for three pools, its Technical Proposal may be 75 pages in length.

**20. Section: 4.4 Page: 26**

**Question:** *It is noted that "The chart should include the labor category and title of each such individual." To which labor categories and titles is this referring?*

**Answer:** A bidder's organization chart should include the labor category and titles as listed from "a" through "h" of this section and as presented within the Price Schedules. In error, there are two RFP Sections 4.4 listed on P. 19 and P. 25. This answer applies to Section 4.4 Organizational Support and Experience on P. 25.

**21. Section: 4.4.1.4 Page: 21**

**Question:** *Since this RFP is to develop a pool of vendors, will we need to specify the names of any subcontractors we plan on utilizing?*

**Answer:** Yes, please refer to the State's answer to Question #18.

**22. Section: 4.4.1.4 Page: 21**

**Question:** *Can a contractor awarded under the GSA RFQ be a subcontractor for this RFP?*

**Answer:** A contractor who received an award under the related RFQ can act as a subcontractor for this RFP as long as there is no conflict at the time of engagement. Please also see the State's answer to Question #18 regarding use of subcontractors.

**23. Section: 4.4.1.5.2 Page: 22**

**Question:** *Please confirm the small business participation goal for this contract.*

**Answer:** The Small Business Subcontracting Set-Aside is a goal of this contract and not a requirement. If a bidder elects to use subcontractors, it must document its good faith efforts to meet this goal.

**24. Section: 4.4.1.5.2 Page: 22**

**Question:** *The RFP appears to permit proposals that do not include the use of any subcontractors, however, Section 4.4.1.5.2 "SMALL BUSINESS SUBCONTRACTING SET-ASIDE CONTRACTS" says "This is a contract with set-aside subcontracting goals for New Jersey Small Business Enterprises". Please clarify whether subcontractors need to be identified within our proposal and the desired percentage of participation by NJ small business enterprises.*

**Answer:** Small Business Subcontracting Set-Aside is a goal of this contract and not a requirement. A bidder may choose to not use subcontractors. If a bidder elects to use subcontractors, it must document its good faith efforts to meet this goal. Please refer to Section 4.4.1.5.2 of the RFP.



**25. Section: 4.3.1 Page: 24**

**Question:** *Please confirm, if we submit proposal electronically no hard copies are necessary.*

**Answer:** **If a bidder submits an eBid, then a hard copy submission is not necessary.**

**26. Section: 4.4.3 Page: 24**

**Question:** *Can the State please expand on its expectation for what will be included in a proposer's technical proposal? The services described in section 3.0 of the RFP are very broad and since the exact projects that will be requested are not definitely known at this time, it will be difficult to map out a technical plan for completion of an unknown project. It would seem to be the response to this section would be examples of similar projects completed by the Firm proposing. Is this in line with what the State is expecting?*

**Answer:** **Please refer to the requirements in Section 4.4.3 of the RFP.**

**27. Section: 4.4.4.7 Page: 27**

**Question:** *Certain financial information is requested from the bidder. As unaudited professional services firms, we do not have the requested documents, such as certified financial statements, reviewed or compiled statements from an independent accountant or applicable notes. Is it permissible for us to submit a copy of the firms' balance sheets per books on cash basis, per the firms' filed federal corporate income tax returns for the previous year?*

**Answer:** **As stated in Section 4.4.4.7, "If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference".**

**28. Section: 4.4.5 Page: 28**

**Question:** *The RFP states, "Each bidder is required to hold its prices firm through issuance of contract". Does the state mean 'firm through duration of 3-year contract term'?*

**Answer:** **A bidder may submit different pricing for years 1 and 2 of the base term of the contract. A contractor may always lower its pricing at any time.**

**29. Section: 5.7 Page: 31**

**Question:** *Can a firm be engaged as a subcontractor to one of the recipients of the GSA contracts from the previous RFP and be a prime contractor under this supplemental RFP?*

**Answer:** **A firm engaged as a subcontractor to one of the awardees of the related RFQ is eligible for a contract award resulting from this RFP as long as there is no conflict.**

**30. Section: 5.8 Page: 31**

**Question:** *Given that the tasks specifics cannot be determined at this time, would the State permit bidders to define contractor intellectual property in general terms? As specific tasks are determined, it maybe be easier to understand the intellectual property provisions applicable to the particular task.*

**Answer:** **A bidder should exercise its best judgment in how it elects to identify pre-existing intellectual property it may use in performing work on the projects resulting from this RFP.**

**31. Section: 5.9.1 Page: 32**

**Question:** *Please consider add the following to end of the third: "except as permitted by the RFP or resulting Contract." Please consider add the following to end of the second paragraph of this clause as follows: ", in accordance with the terms of the Contract."*

**Answer:** **The State will not accept this modification.**

**32. Section: 5.11 Page: 33**

**Question:** *Would the State consider making the clause mutual?*

**Answer:** **No.**

**33. Section: 5.17.2 Page: 36**

**Question:** *Please consider removing "and in such policy forms as shall be approved by the State" from this clause. Our policies are currently in place and therefore, cannot be approved by the State.*

**Answer:** **A contractor must submit its policy forms for State approval before contract activation.**

**34. Section: 5.17.2 Page: 36**

**Question:** *Our comments and suggested changes to the RFP terms and conditions are as follows:*

*1.) In response to Section 5.17.2, Insurance – Professional Liability Insurance – Our firm maintains insurance policies as required by state statute and at sufficient levels to adequately cover all reasonably foreseeable events. If awarded the contract, our firm reserves the right to negotiate policy terms, limits and conditions tailored to the specifics of the services provided, to the satisfactory agreement of both parties, and that comport with legal and professional industry standards.*

**Answer:** **The State will not accept this modification.**

**35. Section: 6.7.2 Page: 39**

**Question:** *The RFP states bidders will be ranked according to the total proposal price located on the Price Sheet/Schedule accompanying this RFP. There is no total proposal price located on the accompanying price sheets. Please confirm what you are requesting other than hourly rates for each pool.*

**Answer:** **The State will tabulate a total proposal score based on the hourly rates submitted with the Price Schedule. The State will consider the cost reasonableness of the hourly rates submitted by bidders.**

**36. Section: 6.7 Page: 39**

**Question:** *How much weight is being given to contractors' experience with FEMA?*

**Answer:** **Evaluation criteria weights cannot be revealed to bidders until the Notice of Intent to Award letters are issued.**

**37. Section: 6.7.2 Page: 39**

**Question:** *The RFP states that in addition to hourly rates for each staff position, we are to set forth "how (our) hourly rates will be applied to the various services requested in the RF " Could you provide more guidance on what you are looking for in terms of how our rates will be applied to the requested services? The RFP sets forth a high level scope of services, but it does not describe a specific project or a type of project, and without more*

information about the type of monitoring project in question (size, complexity, magnitude of construction costs, type of construction, etc.) it is difficult to provide a staffing allocation.

**Answer:** The State cannot provide specific information on future Task Orders related to this RFP.. Please provide hourly rates for each labor category as required in the Price Schedule.

**38. Section: Price Shedule Page: 45**

**Question:** *Would the state consider firm fixed pricing arrangements for contractors that do not offer their services on an hourly basis? Allowing responders to bid using a firm fixed pricing model would allow more competitive pricing approaches and would open the potential pool to those bidders who do not have hourly rates and/or labor categories. Further, a firm-fixed price team model can not only minimize risk to the Government but also can allow the Government to truly obtain the best value.*

**Answer:** The State does not agree to this requested modification.

**39. Section: Price Shedule Page: 45**

**Question:** *The Pass Through Price Lines are marked "N/A". Please confirm that a bidder does not have to submit costs for these lines.*

**Answer:** Bidders do not have to submit pricing for the Price Lines marked "N/A".

**40. Section: 1.1 Page: 45**

**Question:** *Our firm was selected, as a subcontractor to a GSA Schedule holder, for the recent federally-based, General Services Administration (GSA), Request for Quotation (RFQ) for Program and Process Management Auditing, Financial Auditing and Grant Management, and Integrity Monitoring/Anti-Fraud Services for Disaster Recovery Assistance (Hurricane Sandy) contracts. Our firm is not a qualified small business and is not listed on a GSA schedule. Is our firm eligible for selection if we respond to RFP 14-X-23110 as a prime contractor for one or more Pools?*

**Answer:** Please refer to the State's answer to Question #29.

**41. Section: 4.3.1 & 4.4**

**Question:** *The RFP states that proposal content should be submitted in "Volumes." In Section 4.3.1, only two volumes are mentioned. However, in Section 4.4 it states "the proposal should be submitted in two volumes," but there are three volumes listed below that statement. How many volumes should we use for our proposal content, which Sections should be included in each, and how should we title them?*

**Answer:** The language in Section 4.3.1 is modified to be the same as the language in Section 4.4. Bidders should submit its proposal in the following format regardless of whether it is an eBid or hard copy submission:

**Volume 1**  
Forms (Sections 4.4.1 and 4.4.2)

**Volume 2**  
Technical Proposal (Section 4.4.3) – NOTE: This section of the bidder's submission is limited to 25 pages or fewer, with no smaller than a 12 point font.  
Organizational Support and Experience (Section 4.4.4)

**Volume 3**  
Section 4 – Price Schedule (Section 4.4.5)

**42. Sections: 4.4.1.4 & 4.4.1.5.2**

**Question:** *The “small business set-aside” and “subcontracting” are referenced throughout the RFP, specifically Section 4.4.1.4 – Section 4.4.1.5.2. Are respondents required to subcontract? Does the small business set-aside apply only if we are subcontracting?*

**Answer:** Bidders are not required to use subcontractors. The referenced RFP sections are goals of the State and not requirements, however if bidders are intending to use subcontractors, the Subcontractor Utilization Plan Form must be submitted within the proposal submission and the bidder must document its good faith efforts towards meeting this goal. Please refer to the State’s answer to Question #18 for further information.

**43. Section: 4.5 & 7.0**

**Question:** *Certain RFP Sections and related forms, namely Section 4.5 and Section 7.0 and its related forms, are required as part of our proposal content but are not included in any of the volumes. Where should we include additional information like this and how should it be titled?*

**Answer:** Bidders should include all related forms in Volume 1 of its proposal submission. Please refer to Part 2 of this Addendum.

**44. Section: 4.4.4.3 & 4.4.4.5**

**Question:** *The RFP asks for examples of similar experience and client references. Many of the client matters that our firm have handled are confidential and therefore we cannot include the specific client name in our proposal content. Can confidential client names and references be redacted or otherwise protected from public disclosure? If yes, are there preferred means of shielding the client's names and references?*

**Answer:** Bidders withhold information from their proposals at their own risk. However, if your firm specifically marks this information "Confidential" in your proposal, it will not be released to the public so long as there is a good faith basis for the claim for confidentiality. Please refer to Section 1.4.4 of the RFP for more information. In the event of an Open Public Records Act request, a bidder seeking such confidentiality must agree to assist the State in the defense of such a claim.

**45. Section: General**

**Question:** *I cannot open any bid documents. Are they uploaded to the site yet?*

**Answer:** The RFP was uploaded to the Division of Purchase & Property's website on May 3, 2013 and can be found at the following link:

<http://www.state.nj.us/treasury/purchase/bid/summary/14x23110.shtml>

**46. Section: Cover Page**

**Question:**

*This RFP indicates “subcontracting only” for the “small business set-aside”. Is subcontracting to a small business required?*

**Answer:** Small Business Subcontracting Set-Aside is a goal of this contract and not a requirement.

**47. Section: General**

**Question:** *Should/Can the firms that have been notified with intent to award under the GSA RFQ submit a proposal under this RFP?*

**Answer:** Yes, but only for a pool in which a contract was not awarded to that respective bidder.

**48. Section: General**

**Question:** *If a firm was awarded a contract for these same services under the previous GSA procurement, is that firm also eligible to submit a bid under this State solicitation and participate in the subsequent round of Task Order responses in the event an award is not made under the GSA vehicle?*

**Answer:** Please refer to Part 2 of this Addendum.

**49. Section: NJ Standard Terms & Conditions**

**Question:** 1. Page 5, § 4.2 –

a. *In the third sentence, we request that the State change 60 days to 30 days.*

b. *In subparagraph (b), we request that the State replace “any” with “hired and non-owned” in the first sentence. Delete the second sentence.*

c. *Delete the last sentence in this clause.*

2. Page 7, § 5.11 – *we request the State revise (g) to replace “specifications state in the contract” with “applicable professional standards”.*

3. Page 8, § 5.15 – *We request that the State modify the first sentence to add “timekeeping and expense records” after “maintain”.*

4. *The following are additional terms that we ask the State to consider adding to the contract:*

a. *Will the State include a Limitation of Liability clause in the resulting contract, such as the following? - Notwithstanding anything else herein to the contrary, the liability of the Contractor on account of any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the services performed under the Contract shall be limited to the amount of fees paid or owing to Contractor under the Contract. In no event shall Contractor be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). This section shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, tort (including but not limited to negligence) or otherwise and shall survive termination or expiration.*

b. *Is the State willing to limit third party usage of any work product of the contractor? If yes, we suggest the following additional term - Any advice, recommendations, information, deliverables or other work product provided to the State under this Contract is for the sole use of the State, and is not intended to be, and may not be, relied upon by any third party, and all advice, recommendations, information, deliverables, or other work product may be marked to so indicate. Except for disclosures that are required by law or that are expressly permitted by this Contract, the State will not disclose or permit access to such advice, recommendations, information, deliverables, or other work product to any third party without the Contractor’s prior written consent.*

c. *Use of Third Party Service Providers –Can the State acknowledge that in connection with the performance of services under the Contract, Contractor uses third party service providers within and without the United States to provide at Contractor’s direction administrative and clerical services to Contractor? The following provides additional information about our use of third parties for administrative and clerical services: These third party service providers may in the performance of such services have limited access to information, including but not limited to confidential information, received by Contractor from or at the request or direction of the Contractor. Each such third party service provider has agreed to conditions of confidentiality with respect to the State’s information to the same or similar extent as Contractor has agreed to pursuant this Contract. Contractor has full responsibility to cause these third party service providers to comply with such conditions of confidentiality and Contractor shall be responsible for any consequences of their failure to comply. Accordingly, the State consents to Contractor disclosure to a third party service provider and the use by such third party service provider of data and information, including but not limited to confidential information, received from or at the request or direction of the State for the purposes set forth herein.*

*d. Expenses – Can the State acknowledge that Contractor’s policy is to bill the amount incurred at the time the good or service is purchased. Subsequent volume rebates or other incentive payments from a vendor relating to such expenses will not be credited to the State. Instead, the Contractor applies such payments to reduce its overhead costs, which costs are taken into account in determining standard billing rates and certain transaction charges that may be charged to clients.*

**Answer: The State will not accept these modifications.**

**50. Section: NJ Standard Terms & Conditions**

**Question:** *Our comments and suggested changes to the State of New Jersey Standard Terms & Conditions are as follows:*

*1.) In response to Section 4.2, Insurance – Our firm maintains insurance policies as required by state statute and at sufficient levels to adequately cover all reasonably foreseeable events. If awarded the contract, our firm reserves the right to negotiate policy terms, limits and conditions tailored to the specifics of the services provided, to the satisfactory agreement of both parties, and that comport with legal and professional industry standards.*

**Answer: The State will not accept this modification.**

**PART 2**  
**AUDITING AND OTHER RELATED SERVICES FOR DISASTER RECOVERY (HURRICANE SANDY)**  
**RFP 14-X-23110**

**Additions, Deletions, Clarifications and Modifications to the RFP**

1. Cover Page, Proposal Submission Date:

The RFP originally stated:

*Proposals Submissions Date: **May 30, 2013** (2:00 p.m.)*

This statement shall be modified to read:

*Proposals Submissions Date: **May 31, 2013** (2:00 p.m.)*

2. P. 4, Section 1.1 Purpose and Intent:

The following sentence is deleted:

“Bidders should note that contractors resulting from this RFP will be engaged through Task Orders only after a Using Agency is unable to obtain required services from those contractors previously engaged through the GSA RFQ”.

3. P. 5 Section 1.2.1 Engagement Process

The following language is deleted from the first paragraph:

“when it has determined it cannot obtain the required services from contracts awarded through the GSA RFQ.”

The following language is added to the end of the first paragraph:

The pools will be include the contractors awarded contracts under the prior GSA RFQ as well as those contractors that receive awards under this RFP.

4. P. 18, Section 4.3.2 Ebid Submission of Proposal:

The RFP originally stated:

*The bidder should name the Technical Proposal and the Pricing as follows:*

*Technical Proposal – Volume 1*

*Pricing – Volume 2*

This statement shall be modified to read:

*The proposal should be submitted in three (3) volumes with the content of each volume as indicated below:*

*Volume 1*

*Forms (Sections 4.4.1 and 4.4.2)*

Volume 2

Technical Proposal (Section 4.4.3) – **NOTE: This section of the bidder’s submission is limited to 25 pages or fewer, with no smaller than a 12 point font.**

Organizational Support and Experience (Section 4.4.4)

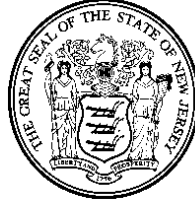
Volume 3

Section 4 – Price Schedule (Section 4.4.5)

5. P.26 Section 4.4 Organizational Support and Experience

This numbering of this section is corrected to reflect “4.5 Organizational Support and Experience.”





# Request for Proposal 14-X-23110

**For: PREQUALIFICATION POOLS: AUDITING AND OTHER RELATED SERVICES IN SUPPORT OF DISASTER RECOVERY (HURRICANE SANDY)**

Event	Date	Time
<b>Bidder's Electronic Question Due Date</b> (Refer to <a href="#">RFP Section 1.3.1</a> for more information.)	May 15, 2013	5:00 PM
<b>Proposal Submission Date</b> (Refer to <a href="#">RFP Section 1.3.2</a> for more information.)	May 30, 2013	2:00 PM

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

	Status	Category
<b>Small Business Set-Aside</b>	<input type="checkbox"/> Not Applicable	
	<input type="checkbox"/> Entire Contract	<input checked="" type="checkbox"/> I
	<input type="checkbox"/> Partial Contract	<input checked="" type="checkbox"/> II
	<input checked="" type="checkbox"/> <a href="#">Subcontracting Only</a>	<input checked="" type="checkbox"/> III

RFP Issued By

State of New Jersey  
Department of the Treasury  
Division of Purchase and Property  
Trenton, New Jersey 08625-0230

Using Agencies

State of New Jersey  
Department of the Treasury  
Cooperative Purchasing Members

Date: May3, 2013

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## **1.0 INFORMATION FOR BIDDERS**

### **1.1 PURPOSE AND INTENT**

This Request for Proposal (RFP) is issued by the Procurement Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the Treasurer, State of New Jersey. The purpose of this RFP is to solicit proposals from interested qualified firms who can provide Program and Process Management Auditing, Financial Auditing and Grant Management and Integrity Monitoring/Anti-Fraud support services for Disaster Recovery. The contract awards will act as a supplement to the recently issued federally-based, General Services Administration (GSA), Request for Quotation (RFQ) for Program and Process Management Auditing, Financial Auditing and Grant Management, and Integrity Monitoring/Anti-Fraud Services for Disaster Recovery Assistance (Hurricane Sandy) contracts.

The intent of this RFP is to award up to twenty (20) contracts in each of three (3) pools of qualified contractors for the following three (3) separate areas: 1) Program and Process Management Auditing, 2) Financial Auditing and Grant Management and 3) Integrity Monitoring/Anti-Fraud from which any State department, agency or authority or any Cooperative Purchasing Partner (Using Agencies) may select a qualified contractor appointed through this RFP on an as-needed basis pursuant to the engagement process set forth in Section [1.2.1](#) of the RFP. Bidders may compete for a contract award in one or more pools however bidders awarded contracts for multiple pools may not provide conflicting services for the same projects.

The State intends to extend the contracts awarded to the Division's cooperative purchasing partners. These partners include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges. In order for the State contract to be extended to cooperative purchasing partners, the bidder must agree to the extension by executing the Cooperative Purchase Form attached to this RFP. Also refer to Section [4.4.2.3](#) of this RFP. Although the State, with the assent of the vendor(s), is making the use of any contract resulting from this RFP available to non-State Agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.

Award of contracts within these three (3) pools will be to those qualified firms whose quotes, conforming to this RFP, are most advantageous to the State, price and other factors considered. Bidders should note that contractors resulting from this RFP will be engaged through Task Orders only after a Using Agency is unable to obtain required services from those contractors previously engaged through the GSA RFQ. Therefore, there is no estimation for volume of usage either in labor hours or cost within any of the three (3) pools. The State makes no guarantee of work volume.

It is the State's intent to ensure that all work performed pursuant to this RFP is eligible for United States Department of Housing and Urban Development (HUD) and United States Federal Emergency Management Agency (FEMA) Public Assistance grant funding and performed in accordance with HUD, FEMA and other applicable federal and State regulations, policies and guidance including, but not limited to, Davis-Bacon Act (40 U.S.C. 276a to 276a-7) and Clean Air Act (42 U.S.C. 1857 (h)). Qualified firms shall possess all required Federal and State licensing.

**The State will not issue any Task Orders for services funded by CDBG until receipt of all pertinent HUD approvals.**

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 RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

**NOTE: Questions regarding the State of New Jersey Standard Terms and Conditions and exceptions to mandatory requirements must be posed during the Electronic Question and Answer period and should also contain the bidder's suggested changes.**

## **1.2 BACKGROUND**

On March 27, 2013, P.L.2013, Chapter 37, authorized the deployment, by the Treasurer, State of New Jersey (Treasurer), of oversight integrity monitors in the implementation of certain Hurricane Sandy recovery and rebuilding projects. N.J.S.A. §52:15D-1 et seq. Attachment 1.

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

An initial step to procuring these services was the issuance of the RFQ released through the federal GSA Advantage system. As the State proceeds with the evaluation of responses to this RFQ, it has determined to supplement the number of contractors within each pool who will be providing required services, by also issuing this RFP. The State is seeking Program and Process Management Auditing, Financial Auditing and Grant Management and Integrity Monitoring/Anti-Fraud services to monitor the State's recovery efforts and the compliance and reporting of that effort with both Federal and State requirements for the use and acquisition of appropriated disaster assistance funding for DR-4086 as designated by the grantor agencies.

On January 29, 2013, the Disaster Relief Appropriations Act, 2013 (H.R. 152/Public Law 113-2), appropriated \$16,000,000,000 in Community Development Block Grant (CDBG) funds available for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing and economic revitalization in a declared major disaster pursuant to the Richard T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5121 et seq.) (Stafford Act). As a grantee of these funds, the State must submit an Action Plan to HUD for review and approval. The State posted its Action Plan for public comment on March 12, 2013.

### **1.2.1 ENGAGEMENT PROCESS**

The scope of work and request for competitive price quotes for each request will be for all or some of the services listed under this RFP and shall be developed, and submitted for approval to the State Contract Manager, on an individual basis as required from the Treasurer or a Using Agency when it has determined it cannot obtain the required services from contracts awarded through the GSA RFQ. The Treasurer or Using Agency will include the specific performance milestones, standards and deliverables, as appropriate, in the request. The Treasurer or Using Agency will structure the liquidated damages provision associated with a failure to meet any required milestones, standards or deliverables, as appropriate. The request will be sent from the Treasurer or Using Agency to a minimum of five (5) contractors in the appropriate pool, or to all contractors if the pool contains less than 5 contractors, in order to avoid any perception of preference.

The Treasurer or each Using Agency will engage a firm from the pool of qualified vendors in accordance with the Treasurer or Using Agency's needs and the following process. If a contractor is not able to participate in a specific project due to a conflict of interest or scheduling, it shall decline the request for a competitive quote in writing to the requesting Treasurer or Using Agency within three (3) business days of issuance of the request. Any contractor already engaged in providing oversight, compliance or consulting services regarding the use of federal disaster relief funds shall be ineligible to submit a proposal for any other services related to that engagement.

For each request, each contractor that does not have a conflict of interest or scheduling shall respond within five (5) business days with the following:

- A detailed proposal, including a detailed budget, to perform the scope of work reflecting the requirements of the engagement for competitive price quotes;
- A contract schedule that shall identify the performance milestones and associated deliverable items to be submitted as evidence of completion of each task and/or sub-task;
- Person-hour and/or labor category mix: A comprehensive chart showing the person-hours proposed to meet the requirements of the request for competitive quotes. The chart shall be designed to reflect the tasks, sub-tasks, or other work elements required by the request for competitive quote. The chart shall set forth, for each task, sub-task or other work element, the total number of person-hours, by labor category, proposed to complete the contract. The hourly rates used for each labor category shall be the hourly rates specified in the contract; and
- A detailed list of all engagements, contracts or task orders in which the firm is currently providing services for any type of disaster recovery assistance. The list must include the name of the contracting entity, a detailed list of the scope of services and the contract term.

The Treasurer or Using Agency will review the proposals and select the contractor whose proposal is the most advantageous, price and other factors considered. Prior to finalizing any engagement under this contract, the Treasurer or Using Agency must determine whether the intended contractor has any conflict with regard to the services requested with due regard to the entity being audited or monitored. Any person with CDBG responsibilities, decision-making power or information may not obtain a financial interest or benefit from CDBG activity or have any interest in the contract or subcontract. The Treasurer or Using Agency will then issue a task order with a "Not to Exceed" clause to the engaged firm. Any firm may submit pricing lower than its bid price for a specific project. The firm will then be held to that lower pricing for all future engagements.

### **1.3 KEY EVENTS**

#### **1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD**

The Division will electronically accept questions and inquiries from all potential bidders via the web at <http://ebid.nj.gov/QA.aspx>.

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

**Note: Questions regarding the State of New Jersey Standard Terms and Conditions and exceptions to mandatory requirements must be posed during this Electronic Question and Answer period and should contain the bidder's suggested changes.**

Bidders must not contact the Using Agency directly, in person, by telephone or by e-mail, concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the Division's website after the cut-off date. (See RFP Section 1.4.1 for further information.)

### **1.3.2 SUBMISSION OF PROPOSAL**

In order to be considered for award, the proposal must be received by the Procurement Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME ARE INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

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

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

Note: Bidders using U.S. Postal Service regular or express mail services should allow additional time since the U.S. Postal Service does not deliver directly to the Procurement Bureau.

Procedural inquiries concerning this RFP may be directed to [RFP.procedures@treas.state.nj.us](mailto:RFP.procedures@treas.state.nj.us). This e-mail address also may be used to submit requests to review proposal documents. The State will not respond to substantive questions related to the RFP or any other contract via this e-mail address.

To submit an RFP or contract related question, go to the Current Bidding Opportunities webpage or to <http://eBid.nj.gov/QA.aspx>.

### **1.3.3 ELECTRONIC BIDDING (EBID)**

The Division is pleased to announce its electronic procurement modernization process. This RFP provides to the bidder the opportunity to electronically submit its proposal. A new electronic bidding – “eBid” – application is being made available to vendors to promote an easier, more efficient method to submit proposals.

#### **On-line Electronic Bid Training Sessions:**

Online electronic bid training for the eBid process is available on the web at <https://wwwnet1.state.nj.us/treasury/dpp/ebid/>. The bidder is strongly encouraged to utilize the on-line training session before attempting to submit an eBid. It will be the bidder's responsibility to ensure that the eBid has been properly submitted.

## 1.4 ADDITIONAL INFORMATION

### 1.4.1 ADDENDA: REVISIONS TO THIS RFP

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

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, THE BIDDER MUST SELECT THE PROPOSAL NUMBER ON THE WEB PAGE AT <http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml>.

There are no designated dates for release of addenda. Therefore interested bidders should check the Division's "Bidding Opportunities" website on a daily basis from time of RFP issuance through the proposal submission opening.

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

### 1.4.2 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a proposal in response to this RFP. No special consideration will be given after proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP.

### 1.4.3 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a proposal in response to this RFP.

### 1.4.4 CONTENTS OF PROPOSAL

Your proposal can be released to the public during the protest period established pursuant to N.J.A.C. 17:12-3.3, or under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq., (OPRA) or the common law right to know. As provided in N.J.A.C. 17:12-1.2(b):

Subsequent to the proposal submission opening, all information submitted by bidders in response to a bid solicitation is considered public information, notwithstanding any disclaimers to the contrary submitted by a bidder, except as may be exempted from public disclosure by OPRA and the common law.

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



By signing the Signatory Page of this RFP, the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to State using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

#### **1.4.5 PROPOSAL SUBMISSION**

On the date and time proposals are due under the RFP, all information concerning the proposals submitted may be publicly announced and those proposals, except for information appropriately designated as proprietary and/or confidential, shall be available for inspection and copying. In those cases where negotiation is contemplated, only the names and addresses of the bidders submitting proposals will be announced and the contents of the proposals shall remain proprietary and/or confidential until the Notice of Intent to Award is issued by the Director.

#### **1.4.6 PRICE ALTERATION IN HARD COPY PROPOSALS**

Proposal prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

#### **1.4.7 PROPOSAL ERRORS**

In accordance with N.J.A.C. 17:12-2.11, "Proposal Errors," a bidder may withdraw its proposal as described below.

A bidder may request that its proposal be withdrawn prior to the proposal submission opening. Such request must be made, in writing, to the Supervisor of the Proposal Review Unit. If the request is granted, the bidder may submit a revised proposal as long as the proposal is received prior to the announced date and time for proposal submission and at the place specified.

If, after the proposal submission opening but before contract award, a bidder discovers an error in its proposal, the bidder may make a written request to the Supervisor of the Proposal Review Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. After the proposal submission opening, while pursuant to the provisions of this section, you may request to withdraw your proposal and the Director may, in her discretion allow you to withdraw it, the Division also may take notice of repeated or unusual requests to withdraw by a bidder and take those prior requests to withdraw into consideration when evaluating the bidder's future proposals.

All proposal withdrawal requests must include the proposal identification number and the final proposal submission date and be sent to the following address:

Department of the Treasury  
Procurement Bureau  
PO Box 230  
33 West State Street – 9<sup>th</sup> Floor  
Trenton, New Jersey 08625-0230  
Attention: Supervisor, Proposal Review Unit

If during a proposal evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the bidder. The bidder will have five (5) days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its proposal shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder's intention is not readily discernible from other parts of the proposal, the Director may seek clarification from the bidder to ascertain the true intent of the proposal.

#### **1.4.8 JOINT VENTURE**

If a joint venture is submitting a proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's proposal. Authorized signatories from each party comprising the joint venture must sign the proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder form, Disclosure of Investment Activities in Iran form, and Affirmative Action Employee Information Report must be supplied for each party to a joint venture. NOTE: Each party comprising the joint venture must also possess a valid Business Registration Certificate ("BRC") issued by the Department of the Treasury, Division of Revenue prior to the award of a contract. Refer to Section 4.4.2.1 of this RFP.

#### **1.4.9 RECIPROCITY FOR JURISDICTIONAL BIDDER PREFERENCE**

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

The bidder may submit information related to preference practices enacted for a local entity outside the State of New Jersey. This information may be submitted in writing as part of the proposal response, including name of the locality having the preference practice, as well as identification of the county and state, and should include a copy of the appropriate documentation, i.e., resolution, regulation, law, notice to bidder, etc. It is the responsibility of the bidder to provide documentation with the proposal or submit it to the Director, Division of Purchase and Property within five (5) working days of the public proposal submission date. Written evidence for a specific procurement that is not provided to the Director within five (5) working days of the public proposal submission date will not be considered in the evaluation of that procurement, but will be retained and considered in the evaluation of subsequent procurements.

#### **1.4.10 PROPOSAL ACCEPTANCES AND REJECTIONS**

The Director's right to waive minor elements of non-compliance with proposal specifications and N.J.A.C. 17:12-2.2 which defines causes for automatic proposal rejection, apply to all proposals. In addition, pursuant to N.J.S.A. 52:34-12(a) and N.J.S.A. 52:18A-19 the Director retains the right to reject all proposals if it is in the public interest.

## **2.0 DEFINITIONS**

### **2.1 GENERAL DEFINITIONS**

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

**Addendum** – Written clarification or revision to this RFP 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 proposal in response to this RFP.

**Contract** – This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP, as accepted by the State.

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

**Direct Cost** - a cost that can be related directly to the production of a particular function or service.

**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 proposals submitted in response to this RFP 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** – Denotes that which is permissible, not mandatory.

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

**Request for Proposal (RFP)** – This document which establishes the bidding and contract requirements and solicits proposals 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 material requirement will result in the rejection of a proposal 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 8.1, 8.1.1 and 8.1.2.

**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 RFP and will enter into a contract.

## **2.2 CONTRACT-SPECIFIC DEFINITIONS/ACRONYMS**

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

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

**DOJ** – United States Department of Justice.

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

**FEMA** – United States Federal Emergency Management Agency.

**GSA** – United States General Services Administration

**HUD** – United States Department of Housing and Urban Development.

**May** – Denotes that which is permissible, not mandatory.

**OMB** – State of New Jersey Office of Management and Budget.

**SME** – Subject Matter Expert.

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

### **3.0 RFP SCOPE OF SERVICES**

Work will be assigned by written task order containing a specific and detailed scope of work for each engagement, with pricing based on a not to exceed clause.

**Note: Pool 1 Bidders do not need to be Certified Public Accountants (CPA). Pool 2 and Pool 3 Bidders should have CPAs on staff, or as members of the assigned team.**

#### **3.1 POOL 1 - PROGRAM AND PROCESS MANAGEMENT AUDITING**

Contractors selected from this pool must be able to provide all of the following services including, but not limited to:

- a) Development of processes, controls and technologies to support the execution of the following FEMA-administered programs: Public Assistance, Hazard Mitigation, and Individual Assistance; HUD-administered Community Development Block Grant (CDBG) program; and other Federal and State grant and assistance programs in compliance with Federal and State guidance, including OMB circulars;
- b) Review and improve procedures addressing reimbursement review backlog and financial management;
- c) Resources to perform workload analysis; skills gap analysis, organizational effectiveness and workforce recruiting strategies;
- d) Compliance Sanctions Program for those applicants that fail to meet Federal and State program requirements;
- e) Consulting services to support account reconciliations necessary to control and report on existing Project Worksheet accounts, applicant balances, system interfaces, and other control balances;
- f) Quality assurance / quality control reviews and assessments associated with the payments process to ensure that they are in compliance with Federal and State regulations and conform to industry best practices;
- g) Risk analysis and identify options for risk management for the Federal and State grant payment process;
- h) Consulting services to reduce the reconciliation backlog for the Request for Reimbursements process;
- i) Consulting services providing Subject Matter Expert (SME) knowledge of required standards for related monitoring and financial standards for Disaster Relief set forth in HUD's Community Planning and Development Monitoring Handbook 6509.2; and
- j) Conducting on-site and remote monitoring for compliance with CDBG-DR requirements, cross cutting federal requirements including Section 3 compliance, FEMA, SBA, EPA, OMB circulars and other federal and State requirements.

#### **3.2 POOL 2 – FINANCIAL AUDITING AND GRANT MANAGEMENT**

Contractors selected from this pool must be able to provide all of the following services including, but not limited to:

- a) Plan, implement, administer, coordinate, monitor and evaluate the specific activities of all

assigned financial and administrative functions. Develop and modify policies/procedures/systems in accordance with organizational needs and objectives, as well as applicable government regulations;

- b) Provide technical knowledge and expertise to assist in the integration of the Electronic Grants management program into the State finance and accounting system;
- c) Review and make recommendations to streamline the grant management and fiscal management processes and to ensure accountability of funds and compliance with Federal and State program regulations;
- d) Provide tools to be used by Using Agencies for the assessment of the performance of the financial transaction processes;
- e) Monitor all grant management, accounting, budget management, and other business office functions regularly;
- f) Provide and/or identify training for staff in the area of detection and prevention of fraud, waste and abuse; and
- g) Ensure compliance with all applicable Federal and State accounting and financial reporting requirements.

### **3.3 POOL 3 - INTEGRITY MONITORING/ANTI-FRAUD**

Contractors selected from this pool must be able to provide all of the following services including, but not limited to:

- a) Forensic accounting and all specialty accounting services;
- b) Risk assessments and loss prevention strategies;
- c) Performance and program monitoring and promotion of best practices as applicable to each task order issued under this contract;
- d) Fraud and misconduct investigation, prevention, detection and remediation;
- e) Implementation and management of appropriate compliance systems and controls required by State and Federal governing guidelines, regulations and law;
- f) Development and implementation of policies and procedures to assist in ensuring that program requirements are met, including preventing a duplication of benefits, and measures to detect and prevent fraud, waste abuse and mismanagement of funds; Compliance with Federal and State laws, and DRGR regulations as applicable;
- g) Compliance with local regulations and ordinances as applicable;
- h) Disseminate information regarding the Anti-Fraud hotline maintained by the Office of the State Comptroller; and
- i) Provide data management systems/programs for the purpose of collecting, conducting and reporting required compliance and anti-fraud analytics.

The contractor should have the ability to provide integrity monitoring services for professional specialties such as engineering and structural integrity services, etc. either directly or through a subcontractor relationship.

### **3.4 ALL POOLS -DELIVERABLES AND DUE DATES**

The contractor shall provide the following to the Using Agency:

#### **3.4.1 ALL POOLS - DELIVERABLES**

- 1) Monthly reports on activities conducted on or for each task to include the type of activity, results, recommendations and analysis;
- 2) Monthly reports on analysis of data as to fraud detection, outlier trends and progress by agencies or contractors to correct anomalies and system processes to provide verification of resolution and prevention of reoccurrence;
- 3) Monthly reports on the resolution and closure of issues identified as result of any audit or monitoring from agencies providing oversight; and
- 4) Reports required by P.L. 2013, c. 37, N.J.S.A. §52:15D-2e.

#### **3.4.2 ALL POOLS - DELIVERABLE DUE DATES**

The contractor shall provide a deliverable schedule as requested by each Using Agency for each task order.

### **3.5 ALL POOLS - REPORTING AND DOCUMENTATION**

The contractor shall provide and submit to the Using Agency, and the State Contract Manager, all reports and documents as may be necessary to document any services provided including, but not limited to, auditing, compliance, integrity monitoring, oversight and fraud detection and prevention, in accordance with applicable Federal HUD, FEMA and State requirements.

The contractor shall retain all records, documents, and communications of any kind (including electronic in disk or print form) that relate in any manner to the award and performance of this contract as required by State and Federal regulations.

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

The contractor shall be responsible for providing protective storage of daily or disaster-related documents and reports used during the provision of services under this RFP, including but not limited to, audit, compliance, integrity monitoring, oversight and fraud detection and prevention and shall make any documents held available to the State upon request.

### **3.6 LITIGATION SERVICES**

The contractor(s) shall, at its own cost, fully cooperate with the State and provide all documentation and/or working papers developed by the contractor in assisting the State and any of its political subdivisions in litigating or responding to any matter before any federal or State court or federal, State or local regulatory agency that is related to the contractor's work under the contract.



### **3.7 TRAVEL EXPENSES AND REIMBURSEMENTS**

Travel expenses and reimbursements shall be paid to the contractor in accordance with Circular [12-14-OMB](#) as follows:

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

- a) Coach class air fare purchased at the lowest reasonably available rate and baggage fees, to include consultant deployment and demobilization travel;
- b) Meals limited to the maximum current GSA per diem rate (receipts not required but will be supplied if HUD or other funding agencies require same)
- c) Lodging limited to the maximum current GSA per diem rate to include GSA or HUD approved lodging waivers;
- d) Rotation airfare for contractor employees or approved sub-consultants/subcontractors will be reimbursed based on the consultant travel policy which limits each individual to a maximum of one (1) extended weekend trip every two (2) weeks, with up to one (1) trip up every quarter being a trip that can extend up to a week in duration; coach class air fare purchased at the lowest reasonably available rate plus baggage fees. Additional rotations or extensions of rotation duration may also be allowed outside of this rotation policy if deemed cost-effective or for client-recognized holidays, as long as they are approved by the State; and
- e) Mileage for contractor privately owned vehicles at the current New Jersey rate of 31 cents per mile.

## **4.0 PROPOSAL PREPARATION AND SUBMISSION**

### **4.1 GENERAL**

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's signatory page, in preparing and submitting its proposal.

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

**The forms discussed herein and required for submission of a proposal in response to this RFP are available on the web at <http://www.state.nj.us/treasury/purchase/bid/summary/14x23110.shtml> unless noted otherwise.**

### **4.2 PROPOSAL DELIVERY AND IDENTIFICATION**

In order to be considered, a proposal must arrive at the Division in accordance with the instructions on the RFP signatory page accompanying this RFP. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of proposals. **State regulation mandates that late proposals are ineligible for consideration. THE EXTERIOR OF ALL PROPOSAL PACKAGES ARE TO BE LABELED WITH THE PROPOSAL IDENTIFICATION NUMBER AND THE FINAL PROPOSAL SUBMISSION DATE OR RISK NOT BEING RECEIVED IN TIME.**

### **4.3 EBID VS. NON-EBID SUBMISSION INSTRUCTION**

#### **4.3.1 EBID SUBMISSION OF PROPOSAL**

If the bidder is submitting an eBid proposal, hard copy submission is not required. Instructions detailing how to enroll in and submit an eBid are available on the web at <https://wwwnet1.state.nj.us/treasury/dpp/ebid/>. If the bidder submits both an eBid and a hard copy of the bidder's proposal, the eBid proposal will prevail in the event of a discrepancy between the electronic and paper versions.

When submitting an eBid, do not use any symbols (i.e., #, @, \$, &, \*) in the filename. In addition, the bidder should name each converted PDF electronic file to reflect the name of the specific form it is submitting. The bidder should name the Technical Proposal and the Pricing as follows:

Technical Proposal – Volume 1  
Pricing – Volume 2

If exhibits or attachments are submitted as part of your proposal, the exhibits/attachments should be clearly labeled to accurately describe the form being submitted.

When submitting an eBid, do not use any symbols (i.e., #, @, \$, &, \*) in the filename. In addition, the bidder should name each converted PDF electronic file and folder as follows:

#### **4.3.2 NON-EBID SUBMISSION**

If the bidder is not submitting an ebid, the bidder must submit the following proposal copies:

**One (1) complete ORIGINAL proposal**, clearly marked as the “ORIGINAL” proposal.  
**Six (6) complete and exact copies**, clearly marked "COPY".  
**One (1) unbound, complete and exact copy** of the original, clearly marked "COPY".

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

#### **4.4 PROPOSAL CONTENT**

The proposal should be submitted in two (2) volumes with the content of each volume as indicated below.

##### Volume 1

Forms (Sections 4.4.1 and 4.4.2)

##### Volume 2

Technical Proposal (Section 4.4.3) – **NOTE: This section of the bidder’s submission is limited to 25 pages or fewer, with no smaller than a 12 point font.**

Organizational Support and Experience (Section 4.4.4)

##### Volume 3

Section 4 – Price Schedule (Section 4.4.5)

#### **4.4.1 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED WITH PROPOSAL**

##### **4.4.1.1 SIGNATORY PAGE**

The bidder shall complete, including signature of an authorized representative of the bidder, and submit the Signatory Page accompanying this RFP. If the bidder is a limited partnership, the Signatory Page must be signed by a general partner. If the bidder is a joint venture, the Signatory Page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the proposal.

##### **4.4.1.1.1 MACBRIDE PRINCIPLES CERTIFICATION**

The bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it is in compliance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom’s Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles. Please refer to Section 2.5 of the State of NJ Standard Terms and Conditions and N.J.S.A. 52:34-12.2 for additional information about the MacBride principles.

By signing the RFP Signatory Page, or by entering its PIN if submitting an eBid proposal, the bidder/offeror is automatically certifying that either:

- a. The bidder has no operations in Northern Ireland; or
- b. The bidder has business operations in Northern Ireland and is committed to compliance with the MacBride principles.

A bidder/offeror electing not to certify to the MacBride Principles must nonetheless sign the RFP Signatory Page AND must include, as part of its proposal, a statement indicating its refusal to comply with the provisions of this Act.

#### **4.4.1.1.2 NO SUBCONTRACTOR CERTIFICATION**

For a proposal that does NOT include the use of any subcontractors, by signing the RFP Signatory Page, or by entering a PIN if submitting an e-Bid proposal, the bidder is *automatically* certifying that:

1. In the event the award is granted to bidder's firm and the bidder later determines at any time during the term of the Contract to engage subcontractors to provide certain goods and/or services, pursuant to Section 5.8 of the State of NJ Standard Terms and Conditions, the bidder will submit a Subcontractor Utilization Plan form for approval to the Division of Purchase and Property in advance of any such engagement of subcontractors.
2. If the contract is a small business subcontracting set-aside, the bidder certifies that in engaging subcontractors, it will make a good faith effort to achieve the subcontracting set-aside goals, and will attach to the Subcontractor Utilization Plan documentation of such efforts in accordance with N.J.A.C. 17:13-4 et seq.

#### **4.4.1.1.3 NON-COLLUSION**

By submitting a proposal, the bidder certifies as follows:

- a. The price(s) and amount of its proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- b. Neither the price(s) nor the amount of its proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the proposal submission.
- c. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- d. The proposal of the firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- e. The bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

#### **4.4.1.1.4 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION**

The Treasurer has established a business ethics guide to be followed by State contractors in their dealings with the State. The guide provides further information about compliance with Section 2.8 of the State of New Jersey Standard Terms and Conditions. The guide can be found at:

[http://www.state.nj.us/treasury/purchase/ethics\\_guide.shtml](http://www.state.nj.us/treasury/purchase/ethics_guide.shtml)

By signing the RFP signatory page, or by entering a pin if submitting an e-bid proposal, the bidder is automatically certifying that it has read the guide, understands its provisions and is in compliance with its provisions.

#### **4.4.1.2 OWNERSHIP DISCLOSURE FORM**

Pursuant to N.J.S.A. 52:25-24.2, in the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the accompanying RFP Form, Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the proposal. Failure to submit the form will preclude the award of a contract.

#### **4.4.1.2.1 CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN IRAN**

Pursuant to N.J.S.A. 52:32-58, the bidder must certify that neither the bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e) (3), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the bidder is unable to so certify, the bidder shall provide a detailed and precise description of such activities.

#### **4.4.1.3 DISCLOSURE OF INVESTIGATIONS AND ACTIONS INVOLVING BIDDER**

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form for this purpose.

#### **4.4.1.4 SUBCONTRACTOR UTILIZATION PLAN**

All bidders intending to use a subcontractor must submit a completed Subcontractor Utilization Plan. Please see the State of New Jersey, Division of Purchase and Property's Subcontractor Forms which includes the Subcontractor Utilization Plan form.

#### **4.4.1.5 SMALL BUSINESS REGISTRATION FOR SET-ASIDE CONTRACTS**

Pursuant to the provisions of N.J.S.A. 52:32-17 and N.J.A.C. 17:13, this contract, or a portion thereof, has been designated as a set-aside contract for small business. As such, as indicated on page one of this document, eligibility to bid is limited to bidders that meet statutory and regulatory requirements and have had their eligibility determined by the New Jersey Division of Revenue, Small Business Enterprise Unit.

As defined at N.J.A.C. 17:13-1.2, "Small Business" means a business that is incorporated or registered in and has its principal place of business in the State of New Jersey, is independently owned and operated, and has no more than 100 full-time employees. The program places small business into the following categories: (i) those with gross revenues not exceeding \$500,000; (ii) those with gross revenues not exceeding \$5 million; and (iii) those with gross revenues that do not exceed \$12 million, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher. While companies registered as having revenues below \$500,000 can bid on any contract, those earning more than the \$500,000 and \$5 million amounts will not be permitted to bid on contracts designated for revenue classifications below their respective levels.

Inasmuch as this is a full or partial set-aside contract, the bidder should provide, as part of its response to this solicitation, proof of its current registration as a qualifying small business with the New Jersey Division of Revenue, Small Business Enterprise Unit. Application and registration requirements are presented on the web at <http://www.nj.gov/njbusiness/contracting/> or by contacting that agency during business hours as indicated below.

NEW JERSEY DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE  
SMALL BUSINESS ENTERPRISE UNIT  
33 WEST STATE STREET – FIFTH FLOOR  
PO BOX 026, TRENTON, NJ 08625-0026  
TELEPHONE: 609-292-2146  
FAX #: 609-292-8764

\*\* IF THE BIDDER IS AN INCUMBENT CONTRACTOR AND/OR HAS PREVIOUSLY REGISTERED OR BEEN CERTIFIED UNDER THE FORMER SBE/MBE/WBE PROGRAM, THE BIDDER SHOULD ENSURE IT IS REGISTERED ON THE DAY OF PROPOSAL RECEIPT AND OPENING WITH THE DIVISION OF REVENUE, SMALL BUSINESS ENTERPRISE UNIT TO BE ELIGIBLE FOR AWARD.

IN ORDER TO EXPEDITE THE SMALL BUSINESS REGISTRATION PROCESS FOR THIS PROCUREMENT, THE BIDDER MAY FAX A COPY OF RFP PAGE ONE (1) REFLECTING THE PROPOSAL SUBMISSION DATE ALONG WITH THE COMPLETED SMALL BUSINESS REGISTRATION FORM TO THE NEW JERSEY DIVISION OF REVENUE, SMALL BUSINESS ENTERPRISE UNIT TO THE FAX NUMBER ABOVE.

#### **4.4.1.5.1 SMALL BUSINESS SET-ASIDE CONTRACTS**

Not applicable to this procurement.

#### **4.4.1.5.2 SMALL BUSINESS SUBCONTRACTING SET-ASIDE CONTRACTS**

This is a contract with set-aside subcontracting goals for New Jersey Small Business Enterprises. If the bidder intends to subcontract, it must submit a Subcontractor Utilization Plan. If the bidder intends to subcontract, the bidder should take the following actions to achieve the set-aside subcontracting goal requirements:

1. Attempt to locate eligible small businesses in Categories I, II, and III appropriate to the RFP;
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.

Proposals should 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 proposal 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 PROPOSAL 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.

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

#### **4.4.1.6 BID SECURITY**

Not applicable to this procurement.

#### **4.4.1.7 PRICING**

The bidder must submit its pricing on the State supplied Price Sheet/Schedule and supply any additional pricing information as directed in RFP Section 4.4.5.

### **4.4.2 FORMS REQUIRED BEFORE CONTRACT AWARD AND THAT SHOULD BE SUBMITTED WITH THE PROPOSAL**

#### **4.4.2.1 BUSINESS REGISTRATION**

In accordance with N.J.S.A. 52:32-44(b), a bidder and its named subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract. To facilitate the proposal evaluation and contract award process, the bidder should submit a copy of its valid BRC and those of any named subcontractors with its proposal. Refer to Section 2.1 of the State of NJ Standard Terms and Conditions.

Any bidder, inclusive of any named subcontractors, who does not have a valid business registration at the time of the proposal submission opening or whose BRC was revoked prior to the submission of the proposal should proceed immediately to register its business or seek re-instatement of a revoked BRC. Bidders are cautioned that it may require a significant amount of time to secure the re-instatement of a revoked BRC. The process can require actions by both the Division of Revenue and the Division of Taxation. For this reason, a bidder's early attention to this requirement is highly recommended. The bidder and its named subcontractors may register with the Division of Revenue, obtain a copy of an existing BRC or obtain information necessary to seek re-instatement of a revoked BRC online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

A bidder otherwise identified by the Division as a responsive and responsible bidder, inclusive of any named subcontractors, but that was not business registered at the time of submission of its proposal must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Division. A bidder who fails to comply with this requirement by the deadline

specified by the Division will be deemed ineligible for contract award. Under any circumstance, the Division will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration.

A bidder receiving a contract award as a result of this procurement and any subcontractors named by that bidder will be required to maintain a valid business registration with the Division of Revenue for the duration of the executed contract, inclusive of any contract extensions.

#### **4.4.2.2 SERVICES SOURCE DISCLOSURE CERTIFICATION FORM**

Pursuant to N.J.S.A. 52:34-13.2, prior to an award of contract, the bidder is required to submit a completed source disclosure form. The bidder's inclusion of the completed Services Source Disclosure Form with the proposal is requested and advised. Refer to RFP Section 7.1.2 for additional information concerning this requirement.

#### **4.4.2.3 COOPERATIVE PURCHASING**

The bidder is required to complete the Cooperative Purchasing Form indicating willingness or unwillingness to extend State contract pricing and terms to Cooperative Purchasing partners.

#### **4.4.3 TECHNICAL PROPOSAL**

Bidders may submit a proposal for one, two or all three of the intended pools:

POOL 1: Program and Process Management Auditing;

POOL 2: Financial Auditing and Grant Management; and/or

POOL 3: Integrity Monitoring/Anti-Fraud.

The bidder's proposal must specifically indicate the pool(s) for which bidder is to be evaluated.

The bidder shall describe its approach and plans for accomplishing the work outlined above in 3.0 RFP Scope of Services. The bidder must set forth an action plan for responding to requests for an engagement and shall provide a list of previously held, or currently held, contracts with similar services provided by the bidder. The list must detail the type, budget and a comprehensive description of each contract.

**Note: If a bidder submits any terms and conditions that conflict with the terms of the RFP or the New Jersey Standard Terms and Conditions in its proposal, those conflicting terms will be deemed null and void.**

#### **4.4.3.1 MANAGEMENT OVERVIEW**

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

Mere reiterations of RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the bidder's ability to complete the contract. The bidder's response to this section



should be designed to demonstrate to the State that the bidder's detailed plans and proposed approach to complete the Scope of Services are realistic, attainable and appropriate and that the bidder's quote will lead to successful contract completion.

#### **4.4.3.2 CONTRACT MANAGEMENT**

The bidder should describe its specific plans to manage, control and supervise any Task Orders issued pursuant to the contract to ensure satisfactory completion according to the required schedule. The plan should include the bidder's approach to communication with the State Contract Manager, or Cooperative Partner, including, but not limited to, status meetings, status reports, etc.

#### **4.4.3.4 POTENTIAL PROBLEMS**

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

#### **4.4 ORGANIZATIONAL SUPPORT AND EXPERIENCE**

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

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

**Note: Pool 1 Bidders do not need to be Certified Public Accountants (CPA). Pool 2 and Pool 3 Bidders should have CPAs on staff, or as members of the assigned team.**

The bidder must identify staff by hourly rate in accordance with the following general skill classifications:

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

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

c) **Project Manager** - Individuals responsible for managing the resources of projects. This individual is responsible for making sure a project is completed within a certain set of restraints. These restraints usually involve time, money, people and materials. The project must then be completed to a certain level of quality.

d) **Subject Matter Expert (SME)** - Individuals with a definitive source of knowledge who communicate their extensive experience with regard to a specific subject area to other professionals within an organization. The subject matter expert has an advanced degree,

professional certification or license within their field of study, functions as a resource for their knowledge area, and supplies their expertise through the entire process of bringing a project to fruition.

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

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

g) **Associate/Staff** - A supervised field individual who will support the program/project in the preparation of deliverables, internal reports, briefings, and other requirements.

h) **Administrative Support Staff** - Individuals performing office support functions such as clerical, data entry, document preparation.

Each bidder shall segment its professional skill classifications into the above-noted categories. If the title differs in the bidder's organization, that title should be listed in parenthesis after the particular category. All professional qualifications noted in this Section should be submitted with the proposal.

#### **4.4.4.1 LOCATION**

The bidder should include the address of the bidder's office where responsibility for managing the contract will take place. The bidder should include the telephone number and name of the individual to contact.

#### **4.4.4.2 ORGANIZATION CHARTS**

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

b. **Chart for Entire Firm**. The bidder should include an organization chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the bidder's overall organizational structure.

#### **4.4.4.3 RESUMES**

Detailed resumes shall be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals. Resumes should include the following:

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

- A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFP; and
- With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and a telephone number.

#### **4.4.4.4 BACKUP STAFF**

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

In the event the bidder must hire management, supervisory and/or key personnel if awarded the contract, the bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the contract term.

#### **4.4.4.5 EXPERIENCE OF BIDDER ON SIMILAR CONTRACTS**

The bidder should provide a comprehensive listing of similar contracts that it has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFP and the pool for which the bidder submits a proposal. The bidder should emphasize previously held in which they engaged in the oversight/monitoring of programs of a similar size administered by a federal agency, such as HUD or FEMA. A description of all such contracts should include and show the relation of such contracts to the ability of the bidder to complete the services required by this RFP. For each such contract, the bidder should provide two (2) names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.

#### **4.4.4.6 ADDITIONAL EXPERIENCE OF BIDDER**

Bidder should have experience in dealing with FEMA in the aftermath of major catastrophic events.

Bidder should demonstrate experience interfacing with state and federal agencies in the administration of a monitoring or oversight program.

Bidder should demonstrate prior experience and success with all relevant federal and state documentation practices necessary to ensure the receipt and retention of grant funding.

Bidder should also have experience monitoring grants and supplemental appropriations from Congress as well as with other governmental agencies such as HUD, the U.S. Department of Transportation, the U.S. Department of Homeland Security as well as other federal agencies that can provide support to the state after a catastrophic event.

#### **4.4.4.7 FINANCIAL CAPABILITY OF THE BIDDER**

In order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit certified financial statements which include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the

Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

If the information is not supplied with the proposal, the State may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the State shall the proposal non-responsive.

A bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. A bidder may submit specific financial documents as a separate PDF, in the same email/posting, marked "Confidential-Financial Information" along with the proposal.

The State reserves the right to make the determination to accept the assertion and shall so advise the bidder.

#### **4.4.5 PRICE SCHEDULE/SHEET**

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

##### **4.4.5.1 DELIVERY COSTS**

Unless otherwise noted elsewhere in the RFP, all prices for items in proposals shall be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's using agency or designated purchaser.

F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.

##### **4.4.5.2 C.O.D. TERMS**

C.O.D. terms are not acceptable as part of a proposal and will be cause for rejection of a proposal.

##### **4.4.5.3 CASH DISCOUNTS**

Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest proposal.

- a. Discount periods shall be calculated starting from the next business day after the using agency has accepted the goods or services, received a properly signed and executed invoice and, when required, a properly executed performance security, whichever is latest.

- b. The date on the check issued by the State in payment of that invoice shall be deemed the date of the State's response to that invoice.

#### **4.5 DISCLOSURE**

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

## **5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

### **5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

The contract awarded as a result of this RFP shall consist of this RFP, addenda to this RFP, the contractor's proposal, any best and final offer and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the State of NJ Standard Terms and Conditions accompanying this RFP.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the State of NJ Standard Terms and Conditions, and any addendum to this RFP, the addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, and the bidder's proposal, the RFP and/or the addendum shall govern.

### **5.2 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 RFP. 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.

### **5.3 CONTRACT TRANSITION**

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than **180** days beyond the expiration date of the contract.

### **5.4 CONTRACT AMENDMENT**

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the contractor and the Director.

### **5.5 CONTRACTOR RESPONSIBILITIES**

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The 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. The 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 the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or

payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

### **5.6 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.

### **5.7 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 RFP.

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 proposal.

### **5.8 ALL POOLS 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 proposal. Otherwise, the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property ("Background IP") in its proposal, 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.

## **5.9 SECURITY AND CONFIDENTIALITY**

### **5.9.1 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. The following shall not be considered confidential information of the State and shall not be subject to the provisions of this Section 5.9.1: Any information that (a) was in contractor's possession before receipt from the State; (b) is independently developed or acquired by or for contractor without use of the State's proprietary information; (c) is rightfully received by contractor from a third party without a duty of confidentiality; (d) was disclosed by the State to a third party not under an obligation of confidentiality; or (e) is or becomes available to the public through no fault of contractor. Contractor will not release any confidential information to a third party without the consent of the State unless required in order to comply with judicial or administrative process. Prior to releasing the State's confidential information in response to judicial process, the contractor shall give the State advanced written notice of the subpoena, if not legally prohibited, and provide the State the opportunity to object to the required disclosure. Any other use, sale, or offering of this data to a third party without the State's consent 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 be liable to the State for a breach of confidentiality subject to the insurance requirements set forth in this RFP.

The contractor shall assume total financial liability incurred by the contractor associated with any breach of confidentiality.

When requested, the contractor and all project staff including its subcontractor(s) must complete and sign confidentiality and non-disclosure agreements provided by the State. The Contractor shall 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) 300-12, An Introduction to Computer Security: The NIST Handbook, Section 10.1.3, Filling the Position – Screening and Selecting.

### **5.9.2 SECURITY STANDARDS**

Not applicable to this procurement.

### **5.9.3 SECURITY PLAN**

Not applicable to this procurement.

### **5.10 NEWS RELEASES**

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.

### **5.11 ADVERTISING**

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.

### **5.12 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 proposal.

### **5.13 CLAIMS AND REMEDIES**

#### **5.13.1 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.

### **5.13.2 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.

### **5.13.3 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.

### **5.14 LIQUIDATED DAMAGES**

Effective and efficient operation of all Task Orders issued pursuant to this contract is necessary to promote the best interests of all parties, especially the public. 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.

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

Upon determination that liquidated damages are to be assessed, the Director shall notify the Contractor of the assessment in writing. The availability of any period of cure will depend on the situation and will be in the sole discretion of the Director. The Director may, in the Director's sole discretion, elect to notify the Contractor that liquidated damages may be assessed so as to provide a warning, prior to assessing them in accordance with this section, but if the Director does not provide such a warning the Director is not precluded from assessing liquidated damages in accordance with this contract.

Liquidated Damages shall be limited to the total amount of payment due to the contractor under the Task Order. The Liquidated Damage provisions will be set forth in the engagement letter that will be sent from the Using Agency to the contractors in the appropriate pool in accordance with Section 1.2.1 ENGAGEMENT PROCESS. The performance standards will vary depending upon the specific scope of work included in the request for competitive price quotes. The Liquidated Damage provision will be incorporated into the Task Order.

## **5.15 RETAINAGE**

Not applicable to this procurement.

## **5.16 ADDITIONAL WORK AND/OR SPECIAL PROJECTS**

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

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

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

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

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

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

## **5.17 MODIFICATIONS AND CHANGES TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS**

### **5.17.1 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.

### **5.17.2 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.

### **5.18 CONTRACT ACTIVITY REPORT**

Not applicable to this procurement.

### **5.19 ELECTRONIC PAYMENTS**

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

## **5.20 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.

## **5.21 CONFLICT OF INTEREST CLAUSE**

Firms are prohibited from acting as a contractor for both the auditing and integrity monitoring requirements for the same project.

## **6.0 PROPOSAL 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 proposals failed to meet the requirement; and
- (3) in the sole discretion of the Director, the failure to comply with the requirement does not materially affect the procurement or the State's interests associated with the procurement.

### **6.2 DIRECTOR'S RIGHT OF FINAL PROPOSAL ACCEPTANCE**

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

### **6.3 STATE'S RIGHT TO INSPECT 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 proposal price was determined.

### **6.5 PROPOSAL EVALUATION COMMITTEE**

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

## **6.6 ORAL PRESENTATION AND/OR CLARIFICATION OF PROPOSAL**

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

After the proposals are reviewed, one, some or all of the bidders may be asked to clarify certain aspects of their proposals. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies or material omissions or revise or modify a proposal, except to the extent that correction of apparent clerical mistakes results in a modification.

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

Bidders may not attend the oral presentations of their competitors.

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

## **6.7 EVALUATION CRITERIA**

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

### **6.7.1 TECHNICAL EVALUATION CRITERIA**

- a. Personnel: The skills, qualifications and depth of 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 similar contracts in relation to the work required by this RFQ, including the firm's experience with CDBG-DR, HUD and/or FEMA or other federal agency experience and the firm's subcontracting plans, if any, for the inclusion of qualified small businesses.
- c. Ability of firm to complete the Scope of Work based on its Technical Proposal: The overall ability of the bidder to undertake and successfully complete the technical requirements of the Pool for which bidder submits a proposal in a timely manner, including its approach to deliver and manage services required under any Task Order issued to the firm.

### **6.7.2 BIDDER'S PRICE SCHEDULE**

For evaluation purposes, bidders will be ranked according to the total proposal price located on the Price Sheet/Schedule accompanying this RFP.

The bidder shall provide an hourly rate for each staff position listed in the Price Schedule. As part of its proposal the bidder is to set forth how its hourly rates will be applied to the various services requested within the RFP. The Treasurer or a Using Agency will determine reasonable cost, based on hourly prices bid, for each individual Task Order issued.

The contractor shall provide services pursuant to each Task Order on a time and materials basis in accordance with the rate schedule provided in the Price Schedule. Contractor's direct cost must be supported and separately invoiced.

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

Prior to the purchasing or leasing any Direct Costs, the Contractor shall provide a list of these costs to the State Contracting Manager. The State Contracting Manager will review that list and will either (a) authorize the Contractor to purchase, obtain or lease the items or services and submit that expense for reimbursement (with proper documentation), or (b) deny the request. For any such purchases, the Contractor should obtain price quotations from a minimum of three (3) sources.

### **6.7.3 PROPOSAL DISCREPANCIES**

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

### **6.7.4 EVALUATION OF THE PROPOSALS**

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

### **6.8 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)**

After evaluating proposals, 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 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 proposal 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 proposals and as applicable, negotiation(s) and/or BAFO(s), the Division will recommend, to the Director, the responsible bidder(s) whose proposal(s), conforming to the RFP, 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 proposal in response to this RFP 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 proposals, 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, proposal prices will not be publicly read at the proposal submission opening. Only the name and address of each bidder will be publicly announced at the proposal 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 RFP may be bypassed for an award issued as a result of this RFP.

## **7.0 CONTRACT AWARD**

### **7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD**

#### **7.1.1 REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (FORMERLY EXECUTIVE ORDER 134) AND EXECUTIVE ORDER NO. 117 (2008)**

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the means of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Division's website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee for completion and submission to the Division with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Division Procurement Specialist, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Division's website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

#### **7.1.2 SOURCE DISCLOSURE REQUIREMENTS**

Pursuant to N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer. Also refer to Section 3.6 Service Performance Within U.S. of the State of NJ Standard Terms and Conditions.

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Certification form accompanies the subject RFP. FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.

If any of the services cannot be performed within the United States, the bidder shall state with specificity the reasons why the services cannot be so performed. The Director shall determine whether sufficient justification has been provided by the bidder to form the basis of his or her

certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

#### **7.1.2.1 BREACH OF CONTRACT**

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT. If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract. Such contract shall be subject to termination for cause pursuant to Section 5.7b.1 of the State of NJ Standard Terms and Conditions, unless such shift in performance was previously approved by the Director and the Treasurer.

#### **7.1.3 AFFIRMATIVE ACTION**

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

#### **7.1.4 BUSINESS REGISTRATION**

In accordance with N.J.S.A. 52:32-44(b), a bidder and its named subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract. (Refer to Section 4.4.2.1 of this RFP for further information.)

#### **7.2 FINAL CONTRACT AWARD**

Contract award[s] shall be made with reasonable promptness by written notice to that responsible bidder(s), whose proposal(s), conforming to this RFP, is(are) most advantageous to the State, price, and other factors considered. Any or all proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

#### **7.3 INSURANCE CERTIFICATES**

The contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured. Refer to Section 4.2 of the State of NJ Standard Terms and Conditions accompanying this RFP.

#### **7.4 PERFORMANCE SECURITY**

Not applicable to this procurement

## **8.0 CONTRACT ADMINISTRATION**

### **8.1 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.

#### **8.1.1 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.

#### **8.1.2 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.

**PRICE SCHEDULE**

**RFP 14-X-23110**

**AUDITING AND OTHER RELATED SERVICES FOR DISASTER RECOVERY (HURRICANE SANDY)**

Refer to RFP [Section 3.0](#) (Scope of Work) for task requirements and deliverables, [Section 4.4](#) (Organizational Support and Experience), and [Section 6.7.2](#) (Bidder's Price Schedule) for additional information regarding this Price Schedule. Failure to submit all information required will result in the proposal being considered non-responsive.

**Bidder's Name:** \_\_\_\_\_

**POOL 1: PROGRAM AND PROCESS MANAGEMENT AUDITING**

LINE #	STAFF CLASSIFICATIONS	YEAR 1 HOURLY RATE	YEAR 2 HOURLY RATE	YEAR 3 HOURLY RATE
1	Partner/Principal/Director	\$	\$	\$
2	Program Manager	\$	\$	\$
3	Project Manager	\$	\$	\$
4	Subject Matter Expert	\$	\$	\$
5	Supervisory/Senior Consultant	\$	\$	\$
6	Consultant	\$	\$	\$
7	Associate/Staff	\$	\$	\$
8	Administrative Support Staff	\$	\$	\$

Line #	Pass Through Price Lines *	Year 1	Year 2	Year 3
9	Other Direct Costs	N/A	N/A	N/A
10	Travel Expenses and Reimbursements	N/A	N/A	N/A

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

Bidder's Name: \_\_\_\_\_

**POOL 2: FINANCIAL AUDITING AND GRANT MANAGEMENT**

<b>LINE #</b>	<b>STAFF CLASSIFICATIONS</b>	<b>YEAR 1 HOURLY RATE</b>	<b>YEAR 2 HOURLY RATE</b>	<b>YEAR 3 HOURLY RATE</b>
11	Partner/Principal/Director	\$	\$	\$
12	Program Manager	\$	\$	\$
13	Project Manager	\$	\$	\$
14	Subject Matter Expert	\$	\$	\$
15	Supervisory/Senior Consultant	\$	\$	\$
16	Consultant	\$	\$	\$
19	Associate/Staff	\$	\$	\$
18	Administrative Support Staff	\$	\$	\$

<b>Line #</b>	<b>Pass Through Price Lines *</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
19	Other Direct Costs	N/A	N/A	N/A
20	Travel Expenses and Reimbursements	N/A	N/A	N/A

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

Bidder's Name: \_\_\_\_\_

**POOL 3: INTEGRITY MONITORING/ANTI-FRAUD**

LINE #	STAFF CLASSIFICATIONS	YEAR 1 HOURLY RATE	YEAR 2 HOURLY RATE	YEAR 3 HOURLY RATE
21	Partner/Principal/Director	\$	\$	\$
22	Program Manager	\$	\$	\$
23	Project Manager	\$	\$	\$
24	Subject Matter Expert	\$	\$	\$
25	Supervisory/Senior Consultant	\$	\$	\$
26	Consultant	\$	\$	\$
27	Associate/Staff	\$	\$	\$
28	Administrative Support Staff	\$	\$	\$

Line #	Pass Through Price Lines *	Year 1	Year 2	Year 3
29	Other Direct Costs	N/A	N/A	N/A
30	Travel Expenses and Reimbursements	N/A	N/A	N/A

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

## ATTACHMENT 1

### CHAPTER 37

**AN ACT** authorizing the deployment of oversight monitors in the implementation of certain recovery and rebuilding projects, supplementing Title 52 of the Revised Statutes.

**BE IT ENACTED** *by the Senate and General Assembly of the State of New Jersey:*

C.52:15D-1 Findings, declarations relative to deployment of oversight monitors in implementation of certain recovery and rebuilding projects.

The Legislature finds and declares that:

- a. Hurricane Sandy has inflicted approximately \$30,000,000,000 worth of damage upon the State and exposed the need for more than \$7,000,000,000 in mitigation efforts to buttress the State's defenses from future storms, according to the Governor's initial estimates of November of 2012;
- b. The State of New Jersey, with the assistance of the federal government, shall endeavor to repair, rebuild, and revitalize the portions of the State devastated by Hurricane Sandy;
- c. The State of New Jersey is duty bound to its residents and all taxpayers in the United States to ensure that all resources dedicated to the recovery from Hurricane Sandy be applied in an efficient manner and that the State should take all necessary precautions to prevent, detect, and remediate waste, fraud, and abuse;
- d. Given the severity of the damage caused by Hurricane Sandy and the magnitude of the resources necessary to begin the recovery process there is a need to ensure that the State has sufficient capacity for efficient oversight; and
- e. The use of integrity monitors as independent oversight providers may be an effective measure to supplement the State's existing compliance control mechanisms to prevent the inefficient expenditure of Hurricane Sandy recovery resources.

C.52:15D-2 Conditions required in certain contracts using integrity oversight monitor; waivers.

- a. (1) Subject to the availability of federal funding, for each State contract involving consideration of \$5,000,000 or more for a recovery and rebuilding project, the State Treasurer shall require to be included in the contract such conditions as the State Treasurer deems necessary to facilitate the use of integrity oversight monitors.

The State Treasurer shall select integrity oversight monitors for the implementation of a contract, unless this condition is waived by the State Treasurer upon a determination that sufficient integrity oversight is already present in the contract or a funding recipient's existing compliance controls.

The State Treasurer shall have the authority to require that the services of an integrity



oversight monitor be retained from the qualified integrity oversight monitor pool established pursuant to subsection b. of this section for any duration of the contract upon a determination by the State Treasurer that an integrity oversight monitor is necessary to alleviate potential or ongoing inefficiency or that the size or nature of the contract makes the procurement of an integrity oversight monitor prudent.

(2) Subject to the availability of federal funding, for recovery and rebuilding projects not involving a State contract, the governmental entity that is a party to such contract shall provide the State Treasurer, in such form as the State Treasurer may prescribe, notice of such contract, a description of the recovery and rebuilding project, the parties thereto, and the funding source for the project costs, including integrity oversight monitoring services. Upon receipt of such notice, and subject to the availability of federal funding, the State Treasurer shall procure the services of an integrity oversight monitor from the qualified integrity oversight monitor pool established pursuant to subsection b. of this section during the initial implementation of the recovery and rebuilding project involving a contract that includes consideration of \$5,000,000 or more, unless this condition is waived by the State Treasurer upon a determination of sufficient funding recipient compliance controls.

For recovery and rebuilding projects not involving a State contract, the State Treasurer shall have the authority to procure the services of an integrity oversight monitor from the qualified integrity oversight monitor pool established pursuant to subsection b. of this section for any duration of a recovery and rebuilding project involving a contract that includes consideration of \$5,000,000 or more upon a determination by the State Treasurer that an integrity oversight monitor is necessary to alleviate potential or ongoing inefficiency or that the size or nature of the recovery and rebuilding project makes the procurement of an integrity oversight monitor prudent.

(3) If the State Treasurer issues a waiver of the requirement for an integrity oversight monitor pursuant to this subsection, the State Treasurer shall provide the Governor, the Senate President, and the Speaker of the General Assembly a report in accordance with section 2 of P.L.1991, c.164 (C.52:14-19.1), which report shall detail the reasoning associated with the waiver and the contract or funding recipient's existing compliance controls. The report shall be due within ten business days of the issuance of the waiver.

(4) Subject to the availability of federal funding, for a State or non-State contract involving consideration of less than \$5,000,000 for a recovery and rebuilding project, the State Treasurer's authorization to impose conditions concerning integrity oversight monitors pursuant to paragraphs (1) and (2) of this subsection shall apply if the State Treasurer determines that integrity oversight monitor conditions are necessary to alleviate potential or ongoing inefficiency or that the size or nature of a recovery and rebuilding project makes the procurement of an integrity oversight monitor prudent.

b. The State Treasurer shall establish a pool of qualified integrity oversight monitors. The State Treasurer shall qualify integrity oversight monitors for inclusion in the pool through a public procurement process in accordance with existing public contracting laws and regulations. Provided, however, to expedite the implementation of integrity oversight monitor oversight for recovery and rebuilding projects, the State Treasurer is authorized to administer the public procurement process for integrity oversight monitors in as expeditious a manner as is feasible under existing public contracting laws and regulations and to take such anticipatory action as is necessary to begin the selection process and creation of a qualified

integrity oversight monitor pool in advance of the State's receipt of applicable federal resources dedicated to the recovery from Hurricane Sandy or other storms.

Upon inclusion on the qualified integrity oversight monitor pool, a qualified integrity oversight monitor is eligible for assignment pursuant to subsection a. of this section. The pool of qualified integrity oversight monitors shall be made available through a public website. This section shall not be construed to authorize the waiver of any applicable provision of law or regulation governing conflicts of interest.

c. An integrity oversight monitor shall periodically report to the governmental entity that is a party to the contract as the State Treasurer deems necessary and shall be subject to the malfeasance and inefficiency reporting protocol developed by the State Treasurer in consultation with the State Comptroller. The State Treasurer's reporting protocol shall require an integrity oversight monitor upon a finding of a likely criminal violation or lesser degree of waste, fraud, or abuse, to make a report immediately to the Attorney General and State Comptroller.

d. For purposes of executing the oversight functions of an integrity oversight monitor an integrity oversight monitor shall be afforded access to all records and information necessary to execute the integrity oversight monitor's oversight functions. Provided however, if an integrity oversight monitor's access to records and information may compromise sensitive information, the chief executive officer of the entity in possession of the records may limit the integrity oversight monitor's access accordingly. If a chief executive officer denies sensitive information to an integrity oversight monitor pursuant to this subsection, the chief executive officer shall provide the integrity oversight monitor with its reasoning for the denial in a written notice.

e. On the first business day of each calendar quarter, each integrity oversight monitor shall provide to the State Treasurer for distribution to the Legislature, in accordance with section 2 of P.L.1991, c.164 (C.52:14-19.1), and the Governor a report detailing the integrity oversight monitor's provision of services during the three-month period second preceding the due date of the report and any previously unreported provision of services, which shall include, but not be limited to, detailed findings concerning the integrity oversight monitor's provision of services and recommendations for corrective or remedial action relative to findings of malfeasance and inefficiency. The report shall include a privilege log which shall detail each denial of sensitive information that the integrity oversight monitor exercises in preparing the report for transmission to the Legislature and the Governor pursuant to this subsection. The report shall not include any information which may compromise a potential criminal investigation or prosecution or any proprietary information. The State Treasurer shall have the authority to specify reporting requirements for an integrity oversight monitor pursuant to this subsection relative to the specific services provided by an integrity oversight monitor.

No report shall become due for an integrity oversight monitor until at least three months after commencing duties as an integrity oversight monitor. The State Treasurer shall provide the integrity oversight monitor reports received pursuant to this subsection to the Legislature and the Governor within ten business days of receipt.

f. As used in this section:

“Recovery and rebuilding project” means (1) the use of funds provided pursuant to federal legislation enacted by the 113 Congress of the United States of America which contains, but is not limited to, disaster assistance for impacts associated with Hurricane Sandy, or other major storms, in New Jersey; (2) the use of funds disbursed through the State treasury for undertakings to address the damage associated with the State of Emergency identified in the Governor’s Executive Order 104, dated October 27, 2012, concerning Hurricane Sandy, which undertakings shall include emergency operations, loss reimbursement, repairs, rebuilding, restorations, reconstruction, removal of debris, temporary housing, household assistance, relief, hazard mitigation improvements, construction, and other recovery and rebuilding activities deemed to be a recovery and rebuilding project by the State Treasurer; and (3) the use of funds provided pursuant to federal legislation or disbursed through the State Treasury for undertakings to address the damage associated with any other major storm or natural disaster.

“Integrity oversight monitor” means a private entity that contracts to provide specialized services to ensure legal compliance, detect misconduct, and promote best practices in the administration of recovery and rebuilding projects, which services may include, but shall not be limited to, legal, investigative, accounting, forensic accounting, engineering, other professional specialties, risk assessment, developing compliance system constructs, loss prevention, monitoring, contract managers and independent private inspectors general.

“Sensitive information” means information which if disclosed to an integrity oversight monitor would jeopardize compliance with State or federal law, threaten public health, welfare, or safety, or harm the competitive economic position of a party including, but not limited to, information deemed confidential or proprietary or related to copyright or trade secrets.

This act shall take effect immediately.

Approved March 27, 2013.