

**REQUEST FOR QUOTE  
FOR  
Integrity Oversight Monitor for Superstorm Sandy Projects for the State of New Jersey  
Department of Transportation (NJDOT)**

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

**RFQ #938682S**

**Date Issued: October 14, 2014**

**Responses Due by 12:00 noon Eastern Time on:**

**Wednesday, November 05, 2014**



# State of New Jersey

**CHRIS CHRISTIE**  
*Governor*  
**KIM GUADAGNO**  
*Lt. Governor*

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

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

October 29, 2014

To: All Interested Bidders

Re: RFQ #938682S  
INTEGRITY OVERSIGHT MONITOR FOR SUPERSTORM SANDY PROJECTS FOR THE  
STATE OF NEW JERSEY, DEPARTMENT OF TRANSPORTATION (NJDOT)

Quote Submission Due Date: **November 05, 2014** (2:00 p.m.)

## **ADDENDUM #2**

### **SPECIAL NOTICE:**

Bidders are advised that this Request for Quotes is not subject to New Jersey's "Pay-to-Play" provisions.



## State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
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PO BOX 230  
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*Lt. Governor*

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

October 28, 2014

To: All Interested Bidders

Re: **RFQ #938682S**

**INTEGRITY OVERSIGHT MONITOR FOR SUPERSTORM SANDY PROJECTS FOR THE  
STATE OF NEW JERSEY, DEPARTMENT OF TRANSPORTATION (NJDOT)**

Quote Submission Due Date: **November 05, 2014** (2:00 p.m.)

### **ADDENDUM #1**

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

Part 1: Answers to questions.

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

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

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

**PART 1**  
**INTEGRITY OVERSIGHT MONITOR FOR SUPERSTORM SANDY PROJECTS**  
**FOR THE STATE OF NEW JERSEY**  
**DEPARTMENT OF TRANSPORTATION (NJDOT)**  
**Quote Number #938682S**

**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.

#	Page #	RFP Section Reference	Question	Answer
1	7	1.5 Small Business Subcontracting Set-Aside Contracts	We are based in New York but we are a federal contractor with GSA 520 Schedule. If we team up as a subcontractor with another prime contractor, would our prime contractor be considered to have met the subcontracting goal for small business (SBE)?	<b>If a bidder chooses to subcontract, the subcontractor must be registered with the NJ Division of Revenue as a SBE in order to satisfy the subcontracting goal.</b>
2	7	1.5 Small Business Subcontracting Set-Aside Contracts	If we submit the bid as a prime, do we need to meet or show efforts to meet SBE subcontracting goal since we are a small business ourselves?	<b>See answer to #1</b>
3			Why are the Integrity Monitor (IM) Group 3 pools (as identified through G-9004 and T-2939) not being used for this work?	<b>Due to Federal Highway Administration (FHWA) funding requirements, the State's requirement for completion of the Disclosure of Political Contributions, Public Law 2005, Chapter 51 is not applicable.</b>  <b>Contracts G-9004 and T2939 cannot be used since the Disclosure of Political Contributions, Public Law 2005, Chapter 51, applied.</b>
4			Are vendors who hold contracts on the IM Group 3 pools contract eligible to bid on this work?	<b>Group 3 pool contractors are eligible to bid on this work. The RFQ was posted to GSA schedules 520 (FABS) and 874 (MOBIS); however the State will accept proposals from all qualified and registered GSA firms.</b>
5	15	3.5 Litigation Services	Reads: The Contractor(s) shall at its own cost, fully cooperate with the State and provide all documentation and/or working papers necessary to represent and defend the State and any of its political sub-divisions at its own cost, in any matter before any federal, state or local regulatory agency if any agency files a	<b>The State does not agree to the proposed modification.</b>

#	Page #	RFP Section Reference	Question	Answer
			proceeding against the State or any of its political sub-divisions resulting from the implementation of the Contractors recommendations. Can this be edited to read <u>"In the event that the State and/or any of its political sub-divisions are required to defend against a federal, state, or local regulatory agency, the Contractor(s) shall, at its own cost, fully cooperate with the State and provide existing documentation and/or working papers?"</u>	
6	17	4.1 Quote Content	The instructions for the technical quote state "This section of the bidder's submission is limited to 25 pages or fewer per submission, with no smaller than a 12-point font." Please confirm that the resumes for management, supervisory, and key personnel are excluded from that 25-page limitation.	<b>The resumes for management supervisory and key personnel can be included in an Appendix and would not be counted in the 25-page limitation for the Technical Quote.</b>
7	17	4.1 Quote Content	The requirement for the technical quote states that "This section of the bidder's submission is limited to 25 pages or fewer per submission." Please confirm that the resumes required by section 4.1.2.1 are NOT included in the 25-page limitation.	<b>Please see response to question #6.</b>
8	7	1.5 Small Business Subcontracting Set-Aside Contracts	States, "Quotes shall also contain a copy of the New Jersey Division of Revenue; Small Business Enterprise Unit's proof of registration as a small business for any business proposed as a subcontractor..."  Please confirm that these proofs of registration are also NOT included in the 25-page limitation.	<b>If a firm proposes a small business as a subcontractor, the Small Business Enterprise registration would be a required form, not included in the 25-page limitation.</b>
9	4	1.0 Purpose and Intent	Have any of the six identified projects been reimbursed by FEMA or identified on a FEMA Project Worksheet (PW)? And if so, what are the associated PW numbers?	<b>These contracts are funded by Federal Highway administration. Project-related information including available FEMA Project Worksheet numbers for all contracts is provided in the RFQ attachments.</b>
10	7	1.4 Question and Answer	Exceptions to State of New Jersey Terms and Conditions:  Bidder requests the revisions to the New Jersey Standard Terms and Conditions as noted below: 4.1 Indemnification: The contractor's liability to the State and its employees in third party suits shall be as follows: (a) Indemnification for Third Party	<b>The State does not agree to the proposed modification.</b>

#	Page #	RFP Section Reference	Question	Answer
			<p>Claims - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses arising from bodily injury, damage to tangible property or infringement of third party intellectual property rights <del>in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used</del> caused by Contractor in the performance of this contract. Notwithstanding the foregoing, Contractor and its present and former partners, principals and employees shall not be liable for any special, consequential, incidental, exemplary damages or loss (or any lost profits, taxes, interest, tax penalties, savings or business opportunity) or any loss, damage, or liability arising from the negligence or willful misconduct of the State.</p> <p>(b) The State agrees that the liability of Contractor and its present, future and former partners, principals and employees for any claim, including but not limited to, Contractor's negligence, shall not exceed the fees it receives for the portion of the work giving rise to such liability. In addition, the State agrees that Contractor and its present, future and former partners, principals and employees shall not under any circumstances be liable for any special, consequential, incidental or exemplary damages or loss (nor any lost profits, taxes, interest, tax penalties, savings or business opportunity), even if Contractor was advised in advance of such potential damages. This limitation shall not apply to the extent that it is finally determined to be the result of the Contractor's willful misconduct or fraud. This paragraph shall apply to any type of claim asserted,</p>	

#	Page #	RFP Section Reference	Question	Answer
			<p>including contract, statute, tort, or strict liability, whether by the State, Contractor, or others. <del>The contractor's indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions.</del></p>	
11	7	1.4 Question and Answer	<p>Exception to State of New Jersey Terms and Conditions  Bidder requests the revisions to the New Jersey Standard Terms and Conditions as noted below:  5.7 Termination of Contract –  <u>e. Contractor shall not be liable for any delay or failure in performance due to circumstances beyond its reasonable control. In the event that Contractor determines, in its professional judgment, that it cannot complete the services, Contractor may withdraw from the engagement without liability. In addition, Contractor reserves the right to, in whole or in part, decline to perform services if information comes to its attention indicating that performing any Services could cause Contractor to be in violation of applicable law, regulations or standards or in a conflict of interest, or to suffer reputational damage.</u></p>	<b>The State does not agree to the proposed modification.</b>
12	7	1.4 Question and Answer	<p>Exception to State of New Jersey Terms and Conditions  Bidder requests the revisions to the New Jersey Standard Terms and Conditions as noted below:  5.12 Delivery Requirements – <del>d. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.</del></p>	<b>The State does not agree to the proposed modification.</b>
13	7	1.4 Question and Answer	<p>Exception to State of New Jersey Terms and Conditions  Bidder requests the revisions to the New Jersey Standard Terms and Conditions as noted below:  5.15 Maintenance of Records - The contractor shall maintain <u>fee and</u></p>	<b>The State does not agree to the proposed modification.</b>

#	Page #	RFP Section Reference	Question	Answer
			<p><u>expense</u> records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment unless otherwise specified in the RFP. Such records shall be made available <u>upon written notice, during normal business hours, not more than once annually,</u> to the State, including the Comptroller, for audit and review.</p>	
14	7	1.4 Question and Answer	<p>Exception to State of New Jersey Terms and Conditions  Bidder requests the revisions to the New Jersey Standard Terms and Conditions as noted below:  6.1 Price Fluctuation During Contract - In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director must be notified, in writing, of any price reduction within <del>five</del> <u>ten</u> <del>10</del>(5) days of the effective date.</p>	<b>The State does not agree to the proposed modification.</b>
15	7	1.4 Question and Answer	<p>Exception to State of New Jersey Terms and Conditions  Bidder requests the revisions to the New Jersey Standard Terms and Conditions as noted below:  6.3 Payment to Vendors – <del>a. The using agency (ies) is (are) authorized to order and the contractor is authorized to ship only those items covered by the contract resulting from the RFP. If a review of orders placed by the using agency (ies) reveals that goods and/or services other than that covered by the contract have been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or not award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.</del></p>	<b>The State does not agree to the proposed modification.</b>
16	7	1.4 Question	Exception to State of New Jersey Terms	<b>The State does not agree to</b>



#	Page #	RFP Section Reference	Question	Answer
		and Answer	<p>and Conditions</p> <p>Bidder requests the revisions to the New Jersey Standard Terms and Conditions as noted below:</p> <p>6.6 Availability of Funds - <u>Request to add: <b>Warranty</b> - Contractor warrants that it will perform its services on a reasonable professional efforts basis. This warranty is in lieu of, and we expressly disclaim, all other warranties, express, implied or otherwise, including without limitation any implied warranties of merchantability or fitness for a particular purpose. Contractor does not warrant computer hardware, software or services provided by other parties.</u></p> <p><b>Intellectual Property</b> - Contractor shall retain sole and exclusive ownership of and all right, title and interest in and to any know-how, concepts, techniques, methodologies, ideas, processes, models, templates, tools, utilities, routines and trade secrets of Contractor that existed prior to this engagement or that, to the extent they are of general application, may have been discovered, created or developed by Contractor as a result of its own efforts during this engagement (collectively, the "Contractor Property"). The [Client Name] shall acquire no rights or interest in the Contractor Property, except for a non-exclusive, non-transferable, royalty-free right to use such Contractor Property solely in connection with any deliverable or work product to the extent any Contractor Property is incorporated therein. The [Client Name] will not sublicense or otherwise grant any other party any rights to use, copy or otherwise exploit or create derivative works from the Contractor Property.</p> <p><b>Non-Hire</b> - During the term of this contract and for a period of one (1) year after the Services are completed, each party agrees not to solicit, directly or indirectly, or hire any of the personnel of the other party who participate in this contract without the express written consent of the other party. This Section does not preclude either party from</p>	the proposed modification.

#	Page #	RFP Section Reference	Question	Answer
			<p><u>placing help wanted advertisements or employees of either party from pursuing employment opportunities with the other party on their own initiative.</u></p> <p><b><u>Disputes</u></b> - <u>Any controversy or claim arising out of or relating to this Agreement or related fees which cannot be resolved informally shall first be submitted to voluntary mediation. A mediator will be selected by agreement of the parties, or if the parties cannot agree a mediator acceptable to all parties will be appointed by the American Arbitration Association. The mediation will proceed in accordance with the customary practice of mediation. In the unlikely event that such differences cannot be resolved by mediation, the parties recognize that the matter will probably involve complex business issues that would be decided most equitably by a judge hearing the evidence without a jury. Accordingly, the parties agree to waive any right to a trial by jury in any action, proceeding or counterclaim arising out of or relating to the Services and the related fees.</u></p> <p><u>If the above jury trial waiver is determined to be prohibited by applicable law, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the bidder's office providing the Services is located unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act ("FAA") and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the American Arbitration Association ("AAA"), except that no pre-hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from AAA, JAMS, the Center for Public Resources or any other internationally or nationally-recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within 15 days of the parties'</u></p>	

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			<p><u>agreement to terminate or waive mediation, and arbitration will thereafter proceed expeditiously. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award non-monetary, equitable relief and will not have the right to award punitive damages. The award of the arbitration shall be in writing and shall be accompanied by a well-reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential mediation or arbitration.</u></p>																			
17	12	3.0, Scope of Work	<p>For payment review, how many payments have been made for each of the contracts to date? In addition, for the ongoing contracts, how often are payments made (i.e. monthly)?</p>	<p><b>Contract Payments Frequency</b></p> <table> <tr> <td><b>EIC</b></td> <td><b>6</b></td> <td><b>Monthly*</b></td> </tr> <tr> <td><b>13130</b></td> <td><b>13</b></td> <td><b>Monthly</b></td> </tr> <tr> <td><b>13120</b></td> <td><b>14</b></td> <td><b>Monthly</b></td> </tr> <tr> <td><b>13144</b></td> <td><b>15</b></td> <td><b>Monthly</b></td> </tr> <tr> <td><b>11404</b></td> <td><b>22</b></td> <td><b>Monthly</b></td> </tr> <tr> <td><b>11407</b></td> <td><b>19</b></td> <td><b>Monthly**</b></td> </tr> </table> <p><b>*Or, more frequently if requested and approved by the program.</b></p> <p><b>**Final invoice - processed and approved.</b></p>	<b>EIC</b>	<b>6</b>	<b>Monthly*</b>	<b>13130</b>	<b>13</b>	<b>Monthly</b>	<b>13120</b>	<b>14</b>	<b>Monthly</b>	<b>13144</b>	<b>15</b>	<b>Monthly</b>	<b>11404</b>	<b>22</b>	<b>Monthly</b>	<b>11407</b>	<b>19</b>	<b>Monthly**</b>
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18	12	3.0 Scope of Work	<p>For payment review and contract deliverable review, is it the State's expectation that the awarded contractor will review 100% of the payments and contract deliverables or a sample of payments and contract deliverables?</p>	<p><b>It is the contractor's responsibility to determine the appropriate sample size for review. The contractor will base the number of payments assessed on its findings during the review of the financial and administrative functions.</b></p>																		
19	13	3.2 Reporting and	<p>Bidder requests the following clarification to the language:</p>	<p><b>The State does not agree to the proposed modification.</b></p>																		

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		Documentation	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. <del>Such</del> <u>Fee and expense records and work product documentation</u> 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 for disclosure 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.	
20	20	4.1.2.5 Financial Capability of the Bidder	The Bidder's firm is a private limited liability partnership. Our firm policy prohibits the release of our financial information, which is consistent with the practice of other large accounting and management advisory firms. Will the State accept a financial letter of strength along with a bank reference letter?	<b>The bidder may submit a Partnership Return Form 1065 as a separate .pdf, marked "Confidential-Financial Information" along with the Quote. Under Section 4.1.2.5, the State may request further documentation.</b>
21	21	5.0 Contract Term	The contract's term is for a period of two years with an option for two – one year extensions. Since the scope of work and cost proposal is specific to the six identified projects; and the projects are scheduled for completion by the summer of 2015 (8months from now), is the intent of the two year contract with two – one year extensions to establish a term contract for future work subject to individual task order proposals (as detailed in Section 5.3 Additional Work) or do you think the current contracts will be extended?	<b>The contract term of a "two year contract with two one-year contract extensions" is to provide ample time to complete the tasks required in Section 3.0 of this Request for Quote.</b>
22	21	5.1.1 Data Confidentiality	Bidder requests deletion of this language: The Contractor shall assume total financial liability incurred by the Contractor associated with any breach of confidentiality.	<b>The State does not agree to the proposed modification.</b>
23	21	5.1.1 Data Confidentiality	Will the State run the background checks at their expense or do the prospective bidders have to run the background check at their expense and submit the results?	<b>The contractor shall run the background check at its expense and submit the results to the State Contract Manager.</b>
24	21	5.1.1 Data Confidentiality	If it is the contractor's responsibility to run the background check at their expense, we can provide a statement saying it was checked and there were no issues found. Is that acceptable?	<b>The contractor can provide a statement certifying the performance of the background check and that no issues were found.</b>  <b>If any issues are detected, that</b>

#	Page #	RFP Section Reference	Question	Answer
				<b>information must be provided to the State Contract Manager.</b>
25	25	5.2 Ownership of Materials	<p>Bidder requests the following revision:</p> <p>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 except where noted herein shall be and remain the property of the State of New Jersey upon thirty (30) days' notice by the State.  <u>Contractor shall be permitted to keep a copy in its files as required by applicable professional standards.</u></p>	<b>If a contractor is required by relevant professional licensing standards to maintain a copy, the State agrees to this modification.</b>
26	26	5.4.1 Indemnification	<p>Bidder requests the following revision:</p> <p>The contractor's liability to the State for actual, direct damages resulting from <u>bodily injury, damage to tangible property or infringement of third-party intellectual rights caused by the contractor's performance or non-performance related to the contract</u>, for any and all claims, shall be limited in the aggregate to <del>500% of</del> the value of the contract, <del>except that such limitation of liability shall not apply to the following:</del></p> <p><del>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;</del></p> <p><del>2.—The contractor's breach of its</del></p>	<b>The State does not agree to the proposed modification.</b>

#	Page #	RFP Section Reference	Question	Answer
			<p><del>obligations of confidentiality; and, 3. Contractor's liability with respect to copyright indemnification.</del></p> <p>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. <u>Notwithstanding the foregoing, Contractor and its present and former partners, principles and employees shall not be liable for any special, consequential, incidental, exemplary damages or loss (or any lost profits, taxes, interest, tax penalties, savings or business opportunity) or any loss, damage, or liability arising from the negligence or willful misconduct of the State.</u></p>	
27	27	5.5 Insurance	Bidder maintains professional liability insurance and general commercial liability insurance coverage for the provision of accounting and advisory services. The insurance coverage and limits are consistent with other national accounting firms of its size. We reserve the right to revise the language after this language has been reviewed by our insurance brokers to ensure that our policies can comply.	<b>The State does not agree to the proposed reserved right.</b>
28	27	5.6 Liquidated Damages	Bidder requests deletion of this section.	<b>The State does not agree to the proposed modification.</b>
29	28.	5.8 Record Ownership	<p>Bidder requests the following revision: All <del>records, reports, documents, or other material related to any contract deliverables</del> resulting from this RFQ <del>and/or obtained or prepared by Contractor</del> in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at termination or expiration of this contract <u>with the exception of an archival copy as required by applicable professional standards.</u> In addition to final ownership status of records, the Contractor will be required as requested by the State to provide records, reports, documents, or other</p>	<p><b>The State agrees that a contractor may maintain an archival copy if required by relevant professional licensing standards.</b></p> <p><b>The State does not agree to the other modifications.</b></p>

#	Page #	RFP Section Reference	Question	Answer
			material related to the task.	
30	34	10.0 Additional Requirements	Ownership Disclosure Form: Please confirm that our Quote won't be deemed non-responsive if we provide supplemental clarifying commentary to the Ownership Disclosure Form.	<b>The State cannot confirm that a bidder's quote will not be deemed non-responsive if the bidder provides supplemental clarifying commentary to the Ownership Disclosure Form.</b>
31	34	10.0 Additional Requirements	Non-Applicable Provisions:  Provision 3.2 – Public Works Contractor Registration Act, Provision 3.3 – Public Works Contract – Additional Affirmative Action Requirements and Provision 3.4 – Building Service  The aforementioned provisions are not applicable given the nature of Integrity Monitoring services and the scope of work described in the RFQ. Please confirm that these provisions can be deleted from the Terms and Conditions.	<b>The section will be marked as “Not Applicable” to this procurement.</b>
32	34	10.0 Additional Requirements	Duplicative Contract Provisions: Provision 4.1.(a) of the Standard Terms and Conditions stipulates the following:  “Indemnification for Third Party Claims - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.”  Section 5.4.1 – Indemnification of the RFQ also stipulates the following:  “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	<b>The State does not agree to the proposed modification.</b>

#	Page #	RFP Section Reference	Question	Answer
			<p>such limitation of liability shall not apply to the following:</p> <ol style="list-style-type: none"> <li>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;</li> <li>2. The contractor's breach of its obligations of confidentiality; and,</li> <li>3. Contractor's liability with respect to copyright indemnification.</li> </ol> <p>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.”</p> <p>Please confirm that the Department of Treasury will delete/clarify any duplicative terms between the Standard Terms and Conditions and the RFQ.</p> <p>Bidder suggests replacing provision 4.1.(a) with the following language:</p> <p><u>The contractor agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs and expenses in connection therewith, for death, bodily injury, or damage to tangible property to the extent arising from or resulting from the willful or negligent acts of the contractor or contractor's employees in connection with the performance of this contract, as well as liability of any nature or kind for or on account of the improper use by the contractor of any copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished as a deliverable under this contract.</u></p>	



#	Page #	RFP Section Reference	Question	Answer
33	34	10.0 Additional Requirements	<p>Suggested redlines to the Standard Terms and Conditions:</p> <p>5.4 STATE'S OPTION TO REDUCE SCOPE OF WORK – The State has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under this contract. In such an event, the Director shall provide to the contractor advance written notice of the change in scope of work and what the Director believes should be the corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:</p> <p>(a) If the contractor does not agree with the Director's proposed adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Director <del>shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price</del> <u>may terminate the affected work scope for the State's convenience.</u></p>	<b>The State does not agree to the proposed modification.</b>
34	34	10.0 Additional Requirements	<p>Suggested redlines to the Standard Terms and Conditions:</p> <p>5.5 CHANGE IN LAW – Whenever a change in applicable law or regulation affects the scope of work, the Director shall provide written notice to the contractor of the change and the Director's determination as to the corresponding adjusted change in the scope of work and corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:</p> <p>(a) If the contractor does not agree with the adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the adjusted contract</p>	<b>The State does not agree to the proposed modification.</b>

#	Page #	RFP Section Reference	Question	Answer
			<p>price. <del>The Director shall make a prompt Decision taking all such information into account, and shall notify the contractor of the final adjusted contract price.</del> <u>If the parties are unable to agree on an adjusted contract price, the Director may terminate the affected work scope for the State's convenience.</u></p>	
35	34	10.0 Additional Requirements	<p>Suggested redlines to the Standard Terms and Conditions:</p> <p>5.7 TERMINATION OF CONTRACT</p> <p>b. For Cause</p> <p>1. Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director may terminate the contract, in whole or in part, upon ten (10) days notice to the contractor, <del>with an opportunity to respond after providing the Contractor with a reasonable period of time, which shall not be less than ten (10) business days, in which to cure.</del></p> <p>2. Where in the reasonable opinion of the Director, a contractor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the Director may terminate the contract, in whole or in part, upon ten (10) days notice to the contractor, <u>after providing the Contractor with a reasonable period of time, which shall not be less than ten (10) business days, in which to cure.</u> <del>with an opportunity to respond.</del></p> <p>d. In the event of termination under this section, the contractor shall be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments <u>before terminating for convenience.</u> In the event of an emergency, there may be the <u>ability for default.</u></p> <p>e. <u>The Contractor shall not have any</u></p>	<p><b>The State agrees to the following modification:</b></p> <p>2. Where in the reasonable opinion of the Director, a contractor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the Director may terminate the contract, in whole or in part, upon ten (10) days notice to the contractor, <u>after providing the Contractor with a reasonable period of time, which shall not be less than ten (10) business days, in which to cure.</u></p> <p><b>However, the State does not agree to the other modifications.</b></p>

#	Page #	RFP Section Reference	Question	Answer
			<p><u>liability to the Director as a result of its use of any unfinished, incomplete, or draft work products and materials that are furnished to the Director, provided that the Contractor has notified the Director of the incomplete status of such material.</u></p>	
36	34	10.0 Additional Requirements	<p>Non Applicable Provisions: Provision 5.11 - Performance Guarantee of Contractor</p> <p>The use of equipment and machineries is not applicable given the nature of Integrity Monitoring services and the scope of work described in the RFQ. Please confirm that provision 5.11 a through f can be deleted from the Terms and Conditions.</p> <p>Also, bidder suggests redlining provision 5.11.g as follows:</p> <p>g. All services rendered to the State shall be performed in <del>strict and full accordance with the specifications stated in the contract</del> with applicable professional standards. The contract shall not be considered complete until final approval by the State's using agency is rendered.</p>	<p><b>The State does not agree to the proposed modification.</b></p>
37	34	10.0 Additional Requirements	<p>Provision Clarification: Provision 5.15 – Maintenance of Records:</p> <p>Could the Department of Treasury clarify the term “records” as is has a broad interpretation. Bidder suggest redlining provision 5.15 as follows:</p> <p>MAINTENANCE OF RECORDS - The contractor shall maintain records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment unless otherwise specified in the RFP. <del>Such records</del> Timekeeping and expense records shall be made available to the State, including the Comptroller, for audit and review.</p>	<p><b>Records – consist of all information and resources used by the bidder to perform the tasks assigned under the contract. This would include all information irrespective of the type, media, physical form, and the way it is documented and stored.</b></p> <p><b>The State does not agree to the proposed modification.</b></p>
38	34	10.0 Additional Requirements	<p>Non Applicable Provision: Provision 6.1 – Price Fluctuation during Contract</p> <p>Part of this provision applies to</p>	<p><b>The State does not agree to the proposed modification.</b></p>

#	Page #	RFP Section Reference	Question	Answer
			<p>manufactured items, which is not applicable given the nature of Integrity Monitoring services and the scope of work described in the RFQ. Please confirm that provision 6.1 can be deleted from the Terms and Conditions. Bidder suggests the following redlines:</p> <p>PRICE FLUCTUATION DURING CONTRACT - Unless otherwise agreed to in writing by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.</p> <p><del>In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director must be notified, in writing, of any price reduction within five (5) days of the effective date.</del></p> <p><del>Failure to report price reductions may result in cancellation of the contract for cause, pursuant to provision 5.7(b) 1.</del></p>	
39	34	10.0 Additional Requirements	<p><u>Additional Provisions:</u></p> <p>The bidder would like to add the following provisions to the Standard Terms and Conditions:</p> <p><u>Disputes - The parties agree that any dispute or claim arising out of or relating to the Contract or the services provided thereunder shall first be submitted to non-binding mediation. Mediation may take place at a location to be designated by the parties using the Mediation Procedures of the International Institute for Conflict Prevention and Resolution, with the exception of paragraph 2 (Selecting the Mediator). If, after good faith efforts, the parties are unable to resolve their dispute through mediation within 90 days after the issuance by one of the parties of a request for mediation, then the parties are free to pursue all other legal and equitable remedies</u></p>	<p><b>The State does not agree to the proposed modification.</b></p>

#	Page #	RFP Section Reference	Question	Answer
			<p><u>available to them. Nothing herein shall preclude Contractor from filing a formal claim in accordance with applicable New Jersey law provided, however, that Contractor shall, if permitted, seek a stay of said claim during the pendency of any mediation. Either party may seek to enforce any written agreement reached by the parties during mediation in any court of competent jurisdiction.</u></p> <p><u>Limitation of Liability - Notwithstanding anything else in this contract (including its attachments) 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 contract expiration or termination.</u></p> <p><u>Management Decisions – The State acknowledges and agrees that Contractor’s services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the State. The Contractor will not perform management functions or make management decisions for the State.</u></p> <p><u>Third Party Usage - 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</u></p>	

#	Page #	RFP Section Reference	Question	Answer
			<p><u>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.</u></p> <p><u>California Accountancy Act – For engagements where services will be provided by the Contractor through offices located in California, the State acknowledges that certain of Contractor's personnel who may be considered "owners" under the California Accountancy Act and implementing regulations (California Business and Professions Code section 5079(a); 16 Cal. Code Regs. sections 51 and 51.1) and who may provide services in connection with this engagement, may not be licensed as certified public accountants under the laws of any of the various states.</u></p> <p><u>Electronic Communications – Contractor may communicate with the State by electronic mail or otherwise transmit documents in electronic form during the course of this engagement. The State accepts the inherent risks of these forms of communication (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). The State agrees that the final hardcopy version of a document, including a deliverable, or other written communication that Contractor transmits to the State shall supersede any previous versions transmitted electronically by Contractor to the State unless no such hard copy is transmitted.</u></p> <p><u>Active Spreadsheets and Electronic Files – Contractor may use models, electronic files, and spreadsheets with embedded macros created by Contractor to assist Contractor in providing the services under the Contract. If the State requests a working copy of any such model,</u></p>	

#	Page #	RFP Section Reference	Question	Answer
			<p><u>electronic file or spreadsheet, Contractor may, at its discretion, make such item available to the State for the State's internal use only and such item shall be considered a deliverable (subject to the requirements herein); provided that the State is responsible for obtaining the right to use any third party products necessary to use or operate such item.</u></p> <p><u>State Vendors – The State is aware that Contractor may be providing assurance, tax and/or advisory services to other actual or potential vendors of the State. Contractor will perform an internal search for any potential client conflicts relating to any of the State's vendors identified by the State as having a role in connection with Contractor's performance of this Contract. The State hereby agrees that a vendor's status as a Contractor client does not impact Contractor's engagement to perform this Contract. Contractor will advise the State of any conflicts of interest that could prevent it from performing the Contract. However, Contractor is a large firm that is engaged by new clients on a daily basis and as a result it cannot guarantee that, following its conflict search, an engagement for any other related party will not be accepted somewhere else in Contractor's firm. Should any new information come to Contractor's attention, Contractor will promptly inform the State. Contractor shall perform this Contract in accordance with applicable professional standards.</u></p>	
40	28	5.7 Form of Compensation and Payment	Does this section mean that the State will negotiate the final fee for services that may be lower than the fee agreed to when the contract between the contractor and state reach a fee agreement prior to service delivery beginning?	<b>This section refers to payments and invoicing wherein the State reserves the right to negotiate the final fee.</b>
41			Will the contractor be afforded complete and timely access to any documents required upon request order so that meeting deadlines will not be encumbered by delays in obtaining the required tools to effectively complete the tasks assigned?	<b>Access to documents necessary to complete the tasks required in the Request for Quote will be provided to the firm awarded this contract by the State Contract Manager.</b>
42			Will the successful contractor be paid on a time-and-material basis against the	<b>The successful bidder will be paid based on the hourly rate</b>

#	Page #	RFP Section Reference	Question	Answer
			cap that equals the price quote for the proposed price for each contractor evaluation, or is there another method of payment that the state intends to employ?	<b>and hours quoted to complete each task. The price quoted is a firm, fixed price, and payment will not exceed the quote. The Task Order will include a “not to exceed” clause.</b>
43			Will a team made up of a prime and sub-contractor (s) that together meet the requirements set forth in the RFP be afforded the same consideration as a prime contractor who alone meets the criteria required?	<b>All bidders will be evaluated under the same evaluation criteria listed in Section 7.0.</b>
44	26	5.4.1 Indemnification	Regarding indemnification, what specifically would trigger the 500% indemnification clause to be imposed on the contractor as a penalty?	<b>The State cannot provide specific examples. Please refer to Section 5.4.1 Indemnification and Section 4.1 of the Standard Terms and Conditions.</b>
45	17	4.1 Quote Content	Is it permissible to use a smaller font than 12 point in graphics, tables, and charts?	<b>It is permissible to use a smaller font than 12 points in graphics, tables, and charts as long as the type is decipherable and does not become unreadable when converted to .pdf or other format.</b>
46	17	4.0 Required Components of the RFQ Quote	a. What is the difference between the experience list required under 4.1.1 and the list required under 4.1.2.2? b. Can both requirements be addressed in one section?	<b>Section 4.1.1 – In this section the general technical quote requirements are presented. 4.1.2.2 – This section expands on a portion of the technical quote requirements.</b>  <b>Both requirements can be addressed in one section for example, responding to Section 4.1.1 is sufficient to 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. It should, however, be made clear that the response is to both sections.</b>
47	17	4.0 Required Components of the RFQ Quote	Please clarify whether or not each of the following sections count against the 25-page limit for the technical quote: Resumes (4.1.2.1), Experience/References (4.1.2.2),	<b>The technical quote is limited to 25 pages, however appendices are not included. Experience/References, Additional Experience and</b>



#	Page #	RFP Section Reference	Question	Answer
			Additional Experience (4.1.2.3), Disclosure (4.1.2.4), Financial Capability (4.1.2.5), and front matter (title page, Table of Contents, etc.)	<b>Disclosure information are to be counted in the 25 page limitation. Financial Capability documentation can be submitted as a separate .pdf marked "Confidential-Financial Information" along with the Quote.</b>
48	18	4.1.2.1 Resumes	Are resumes subject to the 12-point font requirement?	<b>Please see response to question #6</b>
49	7	1.5 Small Business Subcontracting Set-Aside Contracts	Are we required to use any subcontractors on this monitorship? Our understanding is that we are not.	<b>Subcontracting is not required, however, if bidder chooses to subcontract the goal referenced in Section 1.5 are applicable</b>
50	7	1.5 Small Business Subcontracting Set-Aside Contracts	If we decide to use subcontractors, our understanding is that we are "strongly encouraged" to use local subcontractors and that 25% of the subcontractors we use should be NJ registered SBEs, is that correct?	<b>The bidder is "strongly encouraged" to use NJ registered SBEs. However the 25% is a goal rather than a requirement for the RFQ.</b>
51	12	3.1 Investigations and Oversight	Concerning Task E-1: Does the review of payments contemplated in this Task cover all payments on the contract from inception, or only the payments occurring once the monitor begins its quality assurance/quality control reviews?	<b>The contractor is responsible for verifying that all payments are disbursed consistent with applicable directives, and that there is no duplication of benefits, process and payment errors, waste, fraud, abuse malfeasance or mismanagement of funds.</b>
52	20	4.2 Cost Quote	We are required to use our "GSA pricing." Which GSA schedule is this procurement under? For example, the MOBIS schedule or the FABS schedule (or some other schedule)?	<b>This RFQ was posted under both the Schedules 520 (FABS) and 874 (MOBIS) schedules; the State will accept quotes from all qualified and registered GSA firms. A Bidder may offer hourly rates more competitive than its GSA pricing.</b>

**PART 2**  
**INTEGRITY OVERSIGHT MONITOR FOR SUPERSTORM SANDY PROJECTS**  
**FOR THE STATE OF NEW JERSEY**  
**DEPARTMENT OF TRANSPORTATION (NJDOT)**  
**Quote Number #938682S**

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

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1	17	4.1 Quote Content	Language has been modified to read as the follows: Technical Quote (Sections 4.1 through 4.1.2.4)

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## REQUEST FOR QUOTE

### FOR

#### **Integrity Oversight Monitor for Superstorm Sandy Projects for the State of New Jersey Department of Transportation (NJDOT)**

#### 1.0 PURPOSE AND INTENT

This Request for Quote (RFQ) is issued by the State of New Jersey (State), Department of Treasury (Treasury), Division of Purchase & Property (DPP), on behalf of the New Jersey Department of Transportation (NJDOT) and the New Jersey Department of Environmental Protection (NJDEP). The intent of this RFQ is to minimize the risk of deobligation, and prevent or rectify the duplication of benefits, process and payment errors, waste, fraud, abuse, malfeasance and mismanagement of funds. NJDOT and NJDEP are receiving funding from the Federal Highway Administration (FHWA) and Federal Emergency Management Agency (FEMA) for contracts in connection with damage caused by Superstorm Sandy. The Contractor is expected to have knowledge of these federal programs, as well as knowledge of the State procurement process. The Contractor shall perform integrity oversight monitoring services for Superstorm Sandy projects by creating, implementing and monitoring policies and procedures to ensure that the entities engaged in these projects comply with relevant laws and regulations. Contractors shall also have the proven ability to prevent, deter, uncover and report unethical and illegal conduct for the term of the contract.

The State will award one (1) federally-based General Services Administration (GSA) contract for the contracts listed below:

1. EIC Associates;
2. DP 13130 Union Paving and Construction Company;
3. DP 13120 George Harms Construction Company;
4. DP 13114 Agate Construction Company;
5. DP 11404 IEW Construction GP, Inc.; and
6. DP 11407 Ferreira Construction Co. Inc.

Contract descriptions are provided in section 1.2.

Contract award is subject to the availability of federal funding. The level and amount of work to be awarded to the Contractor is not guaranteed.

#### 1.1 BACKGROUND

On March 27, 2013, P.L. 2013, Chapter 37 (N.J.S.A. § 52:15D-1, et seq.), the Integrity Oversight Monitor Act (the Act) was enacted for the purpose of authorizing the deployment of Integrity Oversight Monitors for recovery and rebuilding contracts resulting from Superstorm Sandy and subsequent major storms in New Jersey. The Act permits the State Treasurer to require Integrity Oversight Monitor services on any State or non-State, federally funded recovery and rebuilding contract of \$5 million or more. Consequently, the Treasurer has required Integrity Oversight Monitoring on any such contracts valued at \$5 million or more.

#### 1.2 DESCRIPTION OF CONTRACTS

There are currently five NJDOT contracts and one joint NJDOT/NJDEP contract related to damage caused by Superstorm Sandy that are over the \$5 million threshold and require an integrity monitor.

- a. EIC Associates – In May 2014, the State awarded a \$24 million contract to EIC Associates to construct and install a four-mile long steel seawall to help protect sections of Mantoloking, Brick and Route 35 from future natural disasters. This project requires both NJDOT and NJDEP involvement, and is designed to complement the U.S. Army Corps of Engineers dune project.

For contract details, please review the EIC-Steel Sheet Dune Pile Restoration Contract on the NJ Transparency Site:

<http://nj.gov/comptroller/sandytransparency/contracts/sandy/approved/contracts.html>

- b. **DP 13130 Union Paving and Construction Company** - Following Superstorm Sandy, NJDOT procured the services of Union Paving and Construction Company for Sandy restoration repairs, including grading, paving, drainage, and sign structures on Route 35. The contract amount totals \$80.7 million. Per review of bid documentation, there were no change orders. (Expected completion Summer 2015)

For contract details, please review the Union Paving and Construction Company - Road Construction Contract on the NJ Transparency Site:

<http://nj.gov/comptroller/sandytransparency/contracts/sandy/approved/contracts.html>

- c. **DP 13120 George Harms Construction Company** - Following Superstorm Sandy, NJDOT procured the services of George Harms Construction Company for Sandy restoration repairs on Route 35. The contract amount was \$101 million. Per review of bid documentation, there were no change orders. (Expected completion Summer 2015)

For contract details, please review the George Harms Construction Company - Road Construction Contract on the NJ Transparency Site:

<http://nj.gov/comptroller/sandytransparency/contracts/sandy/approved/contracts.html>

- d. **DP 13114 Agate Construction Company** - Following Superstorm Sandy, NJDOT procured the services of Agate Construction Company for Sandy restoration repairs on Route 35. The contract amount was \$36 million. Per review of bid documentation, there were no change orders. (Expected completion summer 2015)

For contract details, please review the Agate Construction Company - Road Construction Contract on the NJ Transparency Site:

<http://nj.gov/comptroller/sandytransparency/contracts/sandy/approved/contracts.html>

- e. **\*DP 11404 IEW Construction GP, Inc.** - Prior to Superstorm Sandy, NJDOT procured the services of IEW Construction GP, Inc. for maintenance of timber and underwater structural repair work for an original contract amount of \$5.3 million. The approximate present value with change orders is \$32.3 million. \$19.4 million relates to Sandy repairs. (Completed)

This contract may not require oversight. However, if it is determined that this contract requires review, the Contractor is responsible for services set forth in RFQ Section 3.0 for all repairs related to Sandy damage only. The State will control the assignment of this work through issuance of Task Orders.

For contract details, please review:

DP 11404 IEW Construction (Attachment 1)  
IEW – Sandy Change Orders (Attachment 2)

- f. **\*DP 11407 Ferreira Construction Co. Inc.** – Prior to Superstorm Sandy, NJDOT procured the services of Ferreira Construction Co. Inc. for maintenance of structural steel and aluminum repair work for an original contract amount of \$2.9 million. The approximate present value with change orders is \$13.6 million. \$6.3 million relates to Sandy repairs. (Completed).

This contract may not require oversight. However, if it is determined that this contract requires review, the Contractor is responsible for services set forth in RFQ Sections 3.0 for all repairs related to Sandy damage only. The State will control the assignment of this work through issuance of Task Orders.

For contract details, please review:

DP 11407 Contract Bonds and Sandy Change Orders (Attachment 3)

### 1.3 QUOTE SUBMISSION

Quotes are to be submitted through the GSA eBuy site pursuant to State law that authorizes the Director of DPP to “promulgate the Federal Supply Schedules of the Federal General Services Administration” RFQ process by Wednesday, November 05, 2014 at 12:00 noon EST.

Qualified GSA Bidders may also submit Quotes via email to [Angela.Breland-Jackson@treas.state.nj.us](mailto:Angela.Breland-Jackson@treas.state.nj.us) or via first class mail to:

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

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

Subsequent to response submission, all information submitted by Bidders in response to the solicitation is considered public information and subject to Executive Order (E.O.) 125 Compliance (see Section 1.8 below), except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. Because the State proposes to negotiate and/or pursue a Best and Final Offer, Quotes will not be made public until a Notice of Intent to award a contract is issued.

### 1.4 QUESTION AND ANSWER

The Procurement Bureau will accept questions electronically, pertaining to this RFQ, until 12:00 noon, Tuesday, October 21, 2014. Questions shall be directed via email to:

**Angela Breland-Jackson**  
[Angela.Breland-Jackson@treas.state.nj.us](mailto:Angela.Breland-Jackson@treas.state.nj.us)

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

**Quotes submitted with any terms that conflict with the RFQ terms or the New Jersey Standard Terms and Conditions (which are specifically incorporated in this RFQ), may be deemed non-responsive. All exceptions must be posed during the Q&A period and should contain the bidder's suggested changes.**

Communications with other representatives of the State regarding this RFQ are prohibited during the submission and selection processes. Failure to comply with these communication restrictions will result in rejection of a bidder's quote.

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

The State reserves the right to reject any and all Quotes received in response to this RFQ, or to waive minor errors in a Quote, when determined to be in the State's best interest. The State further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all bidders submitting Quotes in response to this RFQ. In the event that all Quotes are rejected, the State reserves the right to re-solicit Quotes.

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

The New Jersey Division of Revenue strongly encourages the use of local subcontractors and has set a 25% goal for the use of subcontractors that are registered with the New Jersey Division of Revenue as Small Business Enterprises (SBE). Contractors may search for registered SBEs at: [https://www20.state.nj.us/TYTR\\_SAVI/vendorSearch.jsp](https://www20.state.nj.us/TYTR_SAVI/vendorSearch.jsp)

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

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

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



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

**NOTE:** Bidder's failure to satisfy the small business subcontracting targets or provide sufficient documentation of its good faith efforts to meet the targets with the quote or within seven (7) days upon request shall preclude award of a contract to the Bidder.

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

## 1.6 JOINT VENTURE

If a joint venture is submitting a Quote, the agreement between the parties relating to such joint venture should be submitted with the joint venture's Quote. Authorized signatories from each party comprising the joint venture must sign the Quote. A separate Ownership Disclosure Form, Disclosure of Investigations Action Involving Bidder, Disclosure of Investment Activities in Iran, Affirmative Action Employee Information Report and the Conflicts Certification described in Section 10.0 must be supplied for each party to a joint venture.

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

## 1.7 NOTICE OF EXECUTIVE ORDER 125 REQUIREMENT FOR POSTING OF WINNING QUOTE AND CONTRACT DOCUMENTS

Pursuant to E.O. 125, signed by Governor Christie on February 8, 2013, the Office of the State Comptroller (OSC) is required to make all approved State contracts for the allocation and expenditure of federal reconstruction resources available to the public by posting such contracts on an appropriate State website. Such contracts are posted on the New Jersey Sandy Transparency website located at: <http://nj.gov/comptroller/sandytransparency/contracts/sandy/>

The contract resulting from this RFQ is subject to the requirements of E.O. 125. Accordingly, the OSC will post a copy of the contract, including the RFQ, the winning bidder's Quote and other related contract documents for the above contract on the Sandy Transparency website.

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

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

## 2.0 DEFINITIONS/ACRONYMS

### 2.1 GENERAL DEFINITIONS

**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.

**BAFO** – Best and Final Offer.

**Bidder** – Denotes any contractor that submits a quote responding to the Request for Quote prior to award.

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

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

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

**Days** – The use of ‘days’ refers to business days.

**Director** – Director, Division of Purchase and Property, New Jersey 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, New Jersey Department of the Treasury.

**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.

**Evaluation Committee** – A committee established by the Director to review and evaluate Quotes submitted in response to this RFQ and to recommend a contract award to the Director.

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

**FHWA** – The Federal Highway Administration is a division of the United States Department of Transportation that specializes in highway transportation.

**GSA** – United States General Services Administration.

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

**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.

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

**SBA** – State of New Jersey Small Business Administration.

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

**Should** – Denotes that which is recommended, not mandatory.

**State** – State of New Jersey.

**SME** – Subject Matter Expert.

**State Contract Manager** – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work, as set forth in Sections 3.0.

**Subcontractor** – Any entity having an arrangement with a State contractor, whereby the State contractor uses the products and/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.

**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** – NJDOT is considered the using agency and will receive all reports for each contract outlined in this RFQ.

## 2.2 CONTRACT-SPECIFIC DEFINITIONS

**Integrity Oversight Monitor** - An independent oversight service provider engaged by the State to supplement the State's existing compliance control mechanisms to prevent the inefficient expenditure of storm recovery and rebuilding resources.

**The Integrity Oversight Monitor Act** - P.L. 2013, Chapter 37 (N.J.S.A. § 52:15D-1, et seq.) was enacted for the purpose of authorizing the deployment of Integrity Oversight Monitors for recovery and rebuilding contracts resulting from Superstorm Sandy and subsequent major storms in NJ. The Act permits the State Treasurer to require Integrity Oversight Monitor services on any State or non-State, federally funded recovery and rebuilding contract of \$5 million or more.

### 3.0 SCOPE OF WORK

The services of the Contractor shall generally consist of performing integrity monitoring services for Superstorm Sandy projects by creating, implementing and monitoring policies and procedures to ensure that the entities engaged in NJDOT and NJDEP construction projects comply with relevant laws and regulations, and to prevent, deter, uncover and report unethical and/or illegal conduct for the term of the contract.

The Contractor may be required to coordinate its work with other contractors or integrity monitors assigned by FEMA, FHWA, or other government agencies to monitor contractors on other projects located in the vicinity of NJDOT or NJDEP Superstorm Sandy and/or other NJDOT or NJDEP federally funded construction project sites. The Contractor shall work cooperatively with numerous construction contractors and be able to coordinate its work with negligible impact to project schedules.

Upon a finding of a likely criminal violation or lesser degree of any malfeasance, waste, fraud, or abuse on the part of any contractor, subcontractor, consultant, supplier, labor official, NJDOT or other government employees, or any other persons or entities in connection with the performance of the projects, the Contractor shall immediately report findings to the Office of the State Comptroller (OSC) and the New Jersey Attorney General (Attorney General) consistent with the requirements of the Act.

The Contractor shall effectively monitor for integrity risks with an understanding of the types of corruption and fraud that might occur during the course of construction projects of the size and scope presented in this RFQ.

### 3.1 INVESTIGATIONS AND OVERSIGHT

The Contractor shall provide ongoing forensic review of services, as determined necessary by NJDOT and/or State Contract Manager.

Contractors must perform the following tasks as indicated:

#### **One-time Tasks:**

- Task A: Attend one kick-off meeting to discuss the tasks and deliverables required under this contract. The Contractor is responsible for documenting and recording minutes of the meeting.
- Task B: Review NJDOT and NJDEP's financial and administrative functions as they relate to these contracts (one-time task).
1. Ensure that these functions adhere to all grant/assistance program guidelines, procurement rules, and reporting requirements.
  2. If weaknesses, errors, etc. are detected, develop recommendations and strategies to ensure maximum Federal recoveries, compliance with all laws, and prevention of associated risks.

Report NJDEP findings to the NJDEP, and report all findings to the NJDOT Inspector General copy the State Contract Manager.

**For EIC Associates, Union Paving and Construction, Agate Construction and George Harms contracts, perform the following tasks:**

- Task C: Procurement and payment review of each contract.
1. Verify that each contract procurement process was in accordance with all Federal, State and Local laws, regulations, and ordinances.
  2. Verify that payment process is consistent with applicable all Federal, State, and Local laws, and that there is no duplication of benefits, process and payment errors, waste, fraud, abuse, malfeasance or mismanagement of funds.
  3. If weaknesses, errors, etc. are detected, develop recommendations and strategies to ensure maximum Federal recoveries, compliance with all laws, and prevention of associated risks.
- Task D: Review and evaluate the construction deliverables for each contract
1. Verify that construction plans, documentation, and permits comply with all Federal, State and Local laws, regulations, and ordinances.
  2. Verify that all construction contract deliverables are provided, and within acceptable timeframes for the duration of the engagement.
- Task E: Provide ongoing quality assurance/quality control reviews for the active contract(s).
1. Ensure that payments are disbursed consistent with applicable directives, and that there is no duplication of benefits, process and payment errors, waste, fraud, abuse, malfeasance or mismanagement of funds.
  2. Review construction progress through project closeout to ensure compliance with contract.
  3. Provide ongoing guidance and problem resolution to support account reconciliations, and other issues related to the payment processing and reporting.

Report NJDEP findings to the NJDEP, and report all findings to the NJDOT Inspector General copy the State Contract Manager. Comply with all reporting requirements set forth in RFQ Sections 3.3.3 and 3.3.4.

**For DP 11404 (IEW) and DP11407 (Ferreira) (completed work), perform the following tasks if a task order is issued:**

- Task C: Procurement and payment review of each contract.
1. Verify that each contract procurement process was in accordance with all Federal, State and Local laws, regulations, and ordinances.
  2. Verify that payment process is consistent with applicable all Federal, State, and Local laws, and that there is no duplication of benefits, process and payment errors, waste, fraud, abuse, malfeasance or mismanagement of funds.

3. If weaknesses, errors, etc. are detected, develop recommendations and strategies to ensure maximum Federal recoveries, compliance with all laws, and prevention of associated risks.

Task D: Review and evaluate the construction deliverables for each contract.

1. Verify that construction plans, documentation, and permits comply with all Federal, State and Local laws, regulations, and ordinances.
2. Verify that all construction contract deliverables are provided, and within acceptable timeframes for the duration of the engagement.

Report all findings to the NJDOT Inspector General copy the State Contract Manager. Comply with all reporting requirements set forth in RFQ Sections 3.3.3 and 3.3.4.

### **3.2 REPORTING AND DOCUMENTATION**

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

The Contractor shall retain all records, documents, and communications of any kind and in any format (including, but not limited to electronic, cd or print) 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 for disclosure 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.

### **3.3 DELIVERABLES**

#### **3.3.1 REQUIRED TIMELINES**

1. Task A minutes are required to be completed within 10 business days of the kick-off meeting.
2. Task B is required to be completed within 40 business days of the kick-off meeting.
3. Task C (1) is required to be completed within 120 business days of receipt of the kick-off meeting.
4. Tasks C (2) and C (3), Tasks D and Task E are ongoing tasks to be conducted for the duration of the contracts. Status updates are to be included in each monthly report.

#### **3.3.2 FINDING OF LIKELY CRIMINAL VIOLATION OR LESSER DEGREE OF ANY MALFEASANCE, WASTE, FRAUD, OR ABUSE**

Upon a finding of a likely criminal violation or lesser degree of any malfeasance, waste, fraud, or abuse, the Contractor shall immediately report its findings to the OSC and the Attorney General consistent with the requirements of the Act. Any findings of potential fraud, malfeasance, or criminal activity regarding NJDOT contracts shall also be delivered to:

NJDOT Inspector General  
New Jersey Department of Transportation  
1035 Parkway Avenue  
Trenton, NJ 08625-0600  
[inspector.general@dot.state.nj.us](mailto:inspector.general@dot.state.nj.us)

### 3.3.3 QUARTERLY REPORT (TEMPLATE ATTACHMENT 4)

On the first business day of each calendar quarter, the Contractor shall provide to the State Treasurer, for distribution to the Legislature and the Governor, a report detailing the Contractor'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 Contractor'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.

Report to the Integrity Oversight Monitor Contract Manager via e-mail:

David Ridolfino  
Associate Deputy State Treasurer  
[IntegrityOversightMonitor@treas.state.nj.us](mailto:IntegrityOversightMonitor@treas.state.nj.us)

### 3.3.4 MONTHLY REPORTS (TEMPLATE ATTACHMENT 5)

On the first business day of each month the Contractor shall provide updates on activities conducted for, each task to include the type of activity, analysis, results, recommendations, resolutions, and/or preventative measures; and follow up on any previous outstanding issues.

Report shall be delivered to:

NJDOT Inspector General  
New Jersey Department of Transportation  
1035 Parkway Avenue  
Trenton, NJ 08625-0600  
[inspector.general@dot.state.nj.us](mailto:inspector.general@dot.state.nj.us)

and

David Ridolfino  
Associate Deputy State Treasurer  
[IntegrityOversightMonitor@treas.state.nj.us](mailto:IntegrityOversightMonitor@treas.state.nj.us)

### 3.3.5 TIME LOGS

Copies (and, upon request, originals) of time logs shall be maintained by the Contractor and shall include information on the allocation of hours worked by the Contractor and staff to the respective federally-funded programs and all other data required in order to ensure compliance with all federal requirements.

### 3.4 INVOICING

Contractor shall submit a monthly, all-inclusive invoice per project via e-mail to:

NJDOT Inspector General  
New Jersey Department of Transportation  
1035 Parkway Avenue  
Trenton, NJ 08625-0600  
[inspector.general@dot.state.nj.us](mailto:inspector.general@dot.state.nj.us)

### 3.5 LITIGATION SERVICES

The Contractor(s) shall at its own cost, fully cooperate with the State and provide all documentation and/or working papers necessary to represent and defend the State and any of its political sub-divisions at its own cost, in any matter before any federal, state or local regulatory agency if any agency files a proceeding against the State or any of its political sub-divisions resulting from the implementation of the Contractors recommendations.

### 3.6 TRAVEL EXPENSE AND REIMBURSEMENTS

Travel Expenses and Reimbursements shall be made to the Contractor as follows:

The Contractor agrees to adhere to the General Services Administration (“GSA”) published travel rules and rates including disaster specific amendments in accordance with the Federal Travel Regulations. This Section is limited to select management personnel identified by the Contractor in its Quote and approved by the State prior to the execution of the Contract. This list of personnel must be provided with the Quote and must include roles and responsibilities and rationale for the need for travel. For those predetermined individuals, reimbursable expenses shall be limited to the following:

- a. Coach class airfare 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 funding agencies require the same).
- c. Lodging limited to the maximum current GSA per diem rate to include GSA – or FHWA/FEMA approved lodging waivers; and
- d. Airfare for Contractor employees or approved sub-consultants/subcontractors will be reimbursed as follows based on Federal Travel Regulations: a maximum of one (1) extended weekend trip every two (2) weeks, with up to one (1) trip every quarter that can extend up to a week in duration; coach class airfare purchased at the lowest reasonably available rate plus baggage fees. Additional rotations or extensions of rotation may also be allowed outside of this rotation policy if the State deems it cost-effective or for client-recognized holidays, as long as they are approved by the State; and
- e. Mileage for Contractor vehicles at the current New Jersey rate of 31 cents per mile.

No other travel costs will be allowed. Travel expense and allowable expenses will only be made up to the not to exceed limit submitted with the cost Quote. All other costs will be at the Contractor’s expense.

### 3.7 OTHER DIRECT COSTS

Other Direct Cost (ODCs) may include: postage (includes US Mail, FedEx, UPS, and etc.) for purposes of mailings, notifications, etc.; personal computer workstations, laptop computers,



computer peripherals (scanners, printer); security for on-site inspections on a pre-approved basis; advanced recording fees; wire communication devices cell phones, GPS, wireless cards, etc.) for purposes of remote communication for Full Time Equivalent (FTE) performing field based work; lease costs (according to the agree-upon cost per square foot). Additional ODCs, if required must be approved in advance of purchase by the State Contract Manager.

Prior to purchasing or leasing any Direct Costs, the Contractor shall provide a list of these costs to the State Contract Manager. The State Contract 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 and such purchases, the Contractor must comply with all FEMA and FHWA requirements including obtaining price quotations from a minimum of three (3) sources, when possible.

All of the equipment purchased by the Contractor under this contract must be returned to the State. The Contractor shall work with the State to tag all property as required upfront and ensure proper disposition at contract termination.

## 4.0 REQUIRED COMPONENTS OF THE RFQ QUOTE

The Bidder must submit a Cost Quote for each project listed below to be considered for award.

1. EIC Associates;
2. DP 13130 Union Paving and Construction Company;
3. DP 13120 George Harms Construction Company;
4. DP 13114 Agate Construction Company;
5. DP 11404 IEW Construction GP, Inc.; and
6. DP 11407 Ferreira Construction Co. Inc.

### 4.1 QUOTE CONTENT

The Bidder shall submit the Quote in two (2) volumes with the content of each volume as indicated below.

#### Volume 1

Required Forms (Section 10.0)

Technical Quote (Sections 4.1 through 4.34) **NOTE: This section of the bidder's submission is limited to 25 pages or fewer per submission, with no smaller than a 12-point font.** One Technical Quote should cover all six projects referenced in Section 3.0.

#### Volume 2

Cost Quotes

\*Please do not include any cost information in Volume 1.

### 4.1.1 TECHNICAL QUOTE

The Bidder shall describe its approach and plans for accomplishing the work outlined above in 3.0 RFQ Scope of Services. The Bidder must set forth its understanding of the requirements of this RFQ and its ability to successfully complete the contract. The Bidder shall provide a list of previously held, or currently held, contracts with similar services provided by the Bidder. The list must include a comprehensive description of each contract, including type of contract and budget. The Bidder is solely responsible for the accuracy and completeness of its Quote.

#### 4.1.1.1 MANAGEMENT OVERVIEW

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

Mere reiterations of the RFQ requirements 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.

#### 4.1.1.2 CONTRACT MANAGEMENT

The Bidder should describe its specific plans to manage, control and supervise the Contract to ensure satisfactory Contract completion. The Quote shall include the Bidder's approach to

communicate with the State Contract Manager including, but not limited to, status meetings and status reports.

The Bidder shall also have the expertise and industry knowledge to allow it to create proactive, customized solutions to prevent or deter fraud and corruption from occurring, while not inhibiting project schedules, costs, or contractor performances.

The Bidder shall have legal, forensic auditing, investigative and loss prevention skills with particular expertise in the investigation and prosecution of construction, labor, and fraud schemes.

#### 4.1.1.3 POTENTIAL CHALLENGES

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

#### 4.1.2 ORGANIZATIONAL SUPPORT AND EXPERIENCE

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

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

**NOTE:** The Bidder should have CPAs on staff, or as members of the assigned team.

The Bidder must identify staff by resume, experience, and hourly rate in accordance with the following general skill classifications:

- a) Partner/Principal – A partner/principal is an individual who has ownership in the firm and extensive experience and managerial ability. This individual is charged with the overall management of the project.
- b) Program Manager – This classification of staff reports directly to the partner. This individual is responsible for the direct management of the project.
- c) Project Manager – This classification is an individual 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) Senior Consultant – This classification represents the highest level of field staff (in charge).
- e) Consultant – Defined as someone that possesses knowledge, some experience, and capabilities in the development of solutions, recommendations, or outcomes across multiple tasks and/organizations. Supports the development of solutions to address organization's challenges. Supports project objectives and helps assess the impact of industry trends, policy, or standard methodologies.
- f) Associate/Staff – This field position denotes a supervised field individual.
- g) Administrative Support Staff – This classification is for the individuals performing office support functions such as clerical, data entry, documentation preparation.

The 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 parentheses after the particular category. It is not necessary for the Bidder's firm to possess all categories of professional skill classifications.

NOTE: Travel expense and reimbursements are limited to select management personnel. A list of management personnel must be provided with the Quote and must include roles and responsibilities and rationale for the need for travel.

#### 4.1.2.1 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 RFQ; 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 and email address.

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

#### 4.1.2.2 EXPERIENCE ON CONTRACTS OF SIMILAR SIZE AND SCOPE

The Bidder shall provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the Bidder's ability to successfully complete the services required by this RFQ. Emphasis shall be placed on contracts that are similar in size and scope to the work required by this RFQ, including experience with state and local governments. A description of all such contracts shall be included and shall show how such contracts relate to the ability of the firm to complete the services required by this RFQ. For each such contract, the Bidder shall provide the names and contact information of two (2) names individuals (include telephone numbers and email addresses) for the other contract party. Beginning and ending dates shall also be given for each contract.

#### 4.1.2.3 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 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.

#### 4.1.2.4 DISCLOSURE

**As part of the technical Quote, the Bidder must disclose any involvement in the following and provide a statement certifying that there will be no conflict of interest:**

Bidder shall disclose the nature of any current or past business relationship that they have had with the contractors providing service the contracts listed in Section 1.2 of this RFQ.

#### 4.1.2.5 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 include 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 quote, 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 may deem the quote non-responsive.

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

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

#### 4.2 COST QUOTE

The Bidder shall provide an hourly rate for each staffing category listed on Attachment 6, Cost Quote. The Bidder may offer hourly rates more competitive than it GSA pricing but may not increase said rates. The Bidder shall also include an estimate of the total cost for each of the tasks as requested within this RFQ. The Bidder must complete each page of the Cost Quote which would include the first page for the one-time completion of Tasks A and B as well as the completion of Tasks C, D and E for the first four projects listed in RFQ Section 1.2 and Tasks C and D only for contracts DP 11404 and DP 11407.

The level and amount of work to be awarded to the Integrity Oversight Integrity Monitor is not guaranteed. The State reserves the right to control the assignment of work through issuance of Task Orders.

#### 4.3 IMPLEMENTATION

Contractor's key staff must be ready to begin working in New Jersey within five (5) days after contract award.

## 5.0 CONTRACT TERM

The term of the Contract shall be for a period of two (2) years, with the option of up to two (2) one-year extensions, by the mutual written consent of the Contractor and the State on the same terms, conditions and pricing, or rates more favorable to the State.

## 5.1 SECURITY AND CONFIDENTIALITY

### 5.1.1 DATA CONFIDENTIALITY

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

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 (1) month of the employees' start date.

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

. Refer to the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-12, An Introduction to Computer Security: The NIST Handbook, Section 10.1.3, Filling the Position – Screening and Selecting.

### 5.1.2 SECURITY STANDARDS

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

1. Any Personally Identifiable Information must be protected. All data must be classified in accordance with the State's Asset Classification and Control policy, 08-04-NJOIT ([www.nj.gov/it/ps](http://www.nj.gov/it/ps)). Additionally, data must be disposed of in accordance with the State's Information Disposal and Media Sanitation policy, 09-10-NJOIT ([www.nj.gov/it/ps](http://www.nj.gov/it/ps)).
2. Data usage, storage, and protection is subject to all applicable federal and state statutory and regulatory requirements, as amended from time to time, including, without limitation, those for Health Insurance Portability and Accountability Act of 1996 (HIPAA), Personally Identifiable Information (PII), Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075), New Jersey State tax

confidentiality statute, N.J.S.A. 54:50-8, New Jersey Identity Theft Prevention Act, N.J.S.A. 56:11-44 et. seq., the federal Drivers' Privacy Protection Act of 1994, Pub.L.103-322, and the confidentiality requirements of N.J.S.A. 39:2-3.4. Contractor must also conform to Payment Card Industry (PCI) Data Security Standard.

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

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

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

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

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

**End of Contract Data Handling:** Upon termination/expiration of this Contract the Contractor must first return all State data to the State in a usable format as defined in the Contract, or in an open standards machine-readable format if not. The Contractor must then erase, destroy, and render unreadable all Contractor copies of State data according to the standards enumerated in accordance with the State's most recent Information Disposal and Media Sanitation policy, currently 09-10-NJOIT ([www.nj.gov/it/ps](http://www.nj.gov/it/ps)) and certify in writing that these actions have been completed within

thirty (30) days after the termination/expiration of the Contract or within seven (7) days of the request of an agent of the State whichever shall come first.

### **5.1.3 FEDERAL TAX INFORMATION SECURITY**

#### **TECHNOLOGY SERVICES**

##### **I. PERFORMANCE:**

1. In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
2. All work will be done under the supervision of the contractor or the contractor's employees.
3. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
4. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
5. The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and the contractor will retain no output at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
6. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
7. All computer systems receiving, processing, storing, or transmitting federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to federal tax information.
8. No work involving federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
9. The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.



10. The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

## **II. CRIMINAL/CIVIL SANCTIONS:**

1. Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years', or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
2. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.
3. Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
4. Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the

certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and Exhibit 5, IRC Sec. 7213 Unauthorized Disclosure of Information). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

### **III. INSPECTION:**

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

#### **5.2 OWNERSHIP OF MATERIALS**

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

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

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

### 5.3 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

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

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

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

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

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

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

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

#### 5.4.1 INDEMNIFICATION

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

#### **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.

#### **5.5 INSURANCE – PROFESSIONAL LIABILITY INSURANCE**

Contractor shall procure and maintain for the duration of the contract insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractors, agents, representatives, employees or subcontractors. The costs of such insurance shall be included in the rates submitted in the Contractor's quote. The Contractor shall comply with Section 4.2 of the State of NJ Standard Terms and Conditions regarding insurance. In addition, Section 4.2 is modified with the addition of the following section regarding Professional Liability Insurance.

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 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.

#### **5.6 LIQUIDATED DAMAGES**

Effective and efficient operation of tasks 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.

If the Contractor fails to meet any of the performance standards set forth below, 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.

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 each task.

Given the significance of rehabilitation of New Jersey communities, businesses, and programs, the necessity that all resources dedicated to the recovery from Superstorm Sandy be applied in an efficient manner, and the need to take all necessary precautions to prevent, detect, and remediate waste, fraud, and abuse, the State and the Contractor agree to the specified liquidated damage amounts for late delivery of the following deliverables.

The methodology utilized to calculate liquidated damages pertaining to reviewing administrative and financial functions; evaluating construction deliverables; providing ongoing quality assurance/quality control; and reporting on status are based on the assumption that failure to have these key elements in place will directly result in loss of Federal funds. Also, failure to provide reports could prevent the State from taking action to rectify issues early on, and may also cause harm to the public in the form of waste by the government and inefficiency in rebuilding projects.

<b>Task</b>	<b>Deliverable</b>	<b>Due Date</b>	<b>Liquidated Damages</b>
Task B	Review NJDOT and NJDEP's financial and administrative functions for the specific contracts described above	Within 40 business days of the kick-off meeting	\$1000 a day for each day past due date
Task C1	Verify that each contract procurement process was in accordance with all Federal, State and Local laws, regulations, and ordinances.	within 120 business days of the kick-off meeting	\$1000 a day for each day past due date
Monthly Status Reports	Provide update on activities conducted on, or for, each task to include the type of activity, analysis, results, recommendations, resolutions, and/or preventative measures; and follow up on any previous outstanding issues.	On the first business day of each month	\$1000 a day for each day past due date
Quarterly Reports	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	On the first business day of each calendar quarter	\$1000 a day for each day past due date

**5.7 FORM OF COMPENSATION AND PAYMENT**

Payments to the Contractor will be disbursed following approval by the State Contract Manager. The State reserves the right to negotiate with the Contractor the final fee for services provided under each task

**5.8 RECORD OWNERSHIP**

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

**5.9 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.

#### **5.10 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.

#### **5.11 SUBSTITUTION OR ADDITION OF SUBCONTRACTORS**

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

The Contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval. No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

#### **5.12 WAIVER OF ADMINISTRATIVE INFORMALITIES**

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

#### **5.13 ANNOUNCEMENTS AND PRESS RELEASES**

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

## 6.0 DIRECTOR'S RIGHT OF FINAL QUOTATION ACCEPTANCE

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

## 7.0 SELECTION PROCESS

All Quotes will be reviewed to determine responsiveness. Non-responsive Quotes will be rejected without evaluation.

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

- a. Personnel: The qualifications and experience of the Bidder's management, supervisory, and key personnel.
- b. Experience of firm: The Bidder's documented experience in successfully completing contracts of a similar size and scope in relation to the work required by this RFQ, including firm experience with FEMA or other federal agency experience.
- c. Ability of the firm to complete the Scope of Work based on the technical portion of its Quote: The overall ability of the Bidder to undertake and successfully complete the technical requirements in a timely manner.

The responsible bidder whose quotation, conforming to the RFQ, is most advantageous to the State, cost and other factors considered will be recommended for award.



## **8.0 ORAL PRESENTATION AND/OR CLARIFICATION OF QUOTE**

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its Quote. The Evaluation Committee also may require a bidder to submit written responses to questions regarding its Quote. The purpose of such communication with a bidder, either through an oral presentation or written letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its Quote. However, original Quotes may not be supplemented, changed, or corrected in any way. No comments regarding other Quotes are permitted. Further, Bidders may not attend presentations made by other Bidders.

It is within the discretion of the Evaluation Committee to require a Bidder to make an oral presentation or to submit written responses to questions regarding its proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a Quote. The Procurement Bureau will be the sole point of contact regarding any request for an oral presentation or written clarification.

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

Negotiations will only be conducted in those circumstances where they are deemed by the State to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, bidders are advised to submit their best technical and Cost Quotes in response to this RFQ, because the State may, after evaluation, make a contract award based on the content of these initial submissions, without further negotiations with any bidder.

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

## 9.0 STATE CONTRACT MANAGER

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

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

## 9.1 STATE CONTRACT MANAGER RESPONSIBILITIES

The State Contract Manager is the person that the Contractor will contact after the Contract is executed for answers to any questions and concerns about any aspect of the Contract. The State Contract Manager is responsible for coordinating work under the contract and resolving minor disputes between the Contractor and the State.

## 10.0 ADDITIONAL REQUIREMENTS

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

Ownership Disclosure Form

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

Disclosure of Investigations and Other Actions Involving Bidder Form

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

Disclosure of Investment Activities in Iran

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

Certification of MacBride Principles and Northern Ireland Act of 1989

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

Subcontractor Utilization Form

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

New Jersey's Standard Terms and Conditions (must sign last page of the document)

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

Services Source Disclosure Certification Form

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

The documents listed below **should** be completed and submitted with the bidder's quotation.

Affirmative Action Employee Information Report or, in the alternative, supply either a New Jersey Affirmative Action Certificate or appropriate evidence that the bidder is operating under an existing federally approved or sanctioned affirmative action program (Letter of Federal Approval Program).

[http://www.state.nj.us/treasury/purchase/forms/AA\\_%20Supplement.pdf](http://www.state.nj.us/treasury/purchase/forms/AA_%20Supplement.pdf)

**NOTE:** The Affirmative Action Employee Information Report or its equivalent as described in the paragraph must be submitted prior to contract award.

**NOTE:** A copy of a valid New Jersey Business Registration must be submitted prior to contract award. If not already registered with the New Jersey Division of Revenue, registration can be completed online at the Division of Revenue website:

<http://www.state.nj.us/treasury/revenue/>

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

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

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

