

**FINAL REVISED REQUEST FOR QUOTATION
FOR
PROGRAM AND PROCESS MANAGEMENT AUDITING, FINANCIAL
AUDITING AND GRANT MANAGEMENT, AND INTEGRITY
MONITORING/ANTI-FRAUD SERVICES FOR DISASTER RECOVERY
ASSISTANCE
(HURRICANE SANDY)**

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

Date Initial RFQ Issued: March 18, 2013

Electronic Questions Due: March 21, 2013 12:00 p.m. Eastern Time

**Answers to be Posted Revised Date: March 27, 2013 5:00 p.m. Eastern Time
& April 1, 2013 5:00 p.m. Eastern Time**

Proposals Due Date Revised: April 5, 2013 at 10:00 a.m. Eastern Time

**FINAL REVISED REQUEST FOR QUOTATION (“RFQ”)
FOR
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1.0 PURPOSE AND INTENT

This RFQ is issued by the State of New Jersey (“State”) Procurement Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the State of New Jersey Governor’s Office. The purpose of this RFQ is to solicit quotes from interested qualified firms who can provide Program and Process Management Auditing, Financial Auditing and Grant Management and Integrity Monitoring/Anti-Fraud support services for Disaster Recovery.

The intent of this RFQ is to award a minimum of five (5) to a maximum of twenty (20), federally-based General Services Administration (GSA) contracts in each of three (3) pools of qualified contractors for the following three (3) separate areas: 1) Program and Process Management Auditing, 2) Financial Auditing and Grant Management and 3) Integrity Monitoring/Anti-Fraud from which any State department, agency or authority or any Cooperative Purchasing Partner (Using Agencies) may select a qualified contractor appointed through this RFQ on an as-needed basis pursuant to the engagement process set forth in Section 1.4 of the RFQ. Bidders may compete for one or more pools.

Award of contracts within these three (3) pools will be to those qualified firms whose quotes, conforming to this RFQ, are most advantageous to the State, price and other factors considered. Bidders may compete for one or more of the pools.

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

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

1.1 BACKGROUND

On October 27, 2012, Governor Chris Christie signed Executive Order 104 (“EO 104”) declaring a State of Emergency in New Jersey related to the impact of Hurricane Sandy, which caused massive property damage and loss of life. On October 30, 2012, President Obama declared a

major disaster for New Jersey (DR-4086), thereby qualifying New Jersey for federal disaster assistance funds. Disaster assistance includes HUD Community Development Block Grant Funding-Disaster Relief (CBDG-DR) and FEMA Public Assistance, Individual Assistance and Hazard Mitigation Grant Program funds as well as other federal disaster assistance programs. The New Jersey Office of Emergency Management (NJOEM), in cooperation with other State entities, executed the State Emergency Operations Plan (EOP) in responding to the needs of the State during and immediately following the hurricane. As the State moves into the recovery phase in the aftermath of the storm, it seeks strategic consultant services designed to support all facets of intermediate and long-term recovery efforts.

The State is seeking Program and Process Management Auditing, Financial Auditing and Grant Management and Integrity Monitoring/Anti-Fraud services to monitor the State's recovery efforts and the compliance and reporting of that effort with both Federal and State requirements for the use and acquisition of appropriated disaster assistance funding for DR-4086 as designated by the grantor agencies.

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

1.2 PROPOSAL SUBMISSION

Proposals are to be submitted through the GSA RFQ process by March 28, 2013 at 10:00 a.m. Eastern Time.

Subsequent to bid submission, all information submitted by bidders in response to the solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. Because the State proposes to negotiate and/or pursue a Best and Final Offer, proposals will not be made public until the contract award is approved by the Treasurer's office.

1.3 QUESTION AND ANSWER

The Procurement Bureau will accept questions electronically, pertaining to this RFQ, until the March 21, 2013 at 12:00 p.m. Eastern Time of proposal submission from all potential bidders. Questions shall be directed via email to:

Damian Fantini
damian.fantini@treas.state.nj.us

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

Bidders who submit with its proposal any terms that conflict with the RFQ terms, the Standard Terms and Conditions of this RFQ that have not been addressed during the Question and Answer period will be null and void.

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

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

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

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

1.4 ENGAGEMENT PROCESS

The scope of work and request for competitive price quotes for each request will be for all or some of the services listed under this RFQ and shall be developed, and submitted for approval to the State Contract Manager, on an individual basis as required from a Using Agency. The Using Agency will include the specific performance milestones, standards and deliverables, as appropriate, in the request. The Using Agency will structure the liquidated damages provision associated with a failure to meet any required milestones, standards or deliverables, as appropriate. The request will be sent from the Using Agency to a minimum of 5 contractors in the appropriate pool in order to avoid any perception of preference.

Each Using Agency will engage a firm from the pool of qualified vendors in accordance with the Using Agency's needs and the following process. If a contractor is not able to participate in a specific project due to a conflict of interest or scheduling, it shall decline the request for a

competitive quote in writing to the requesting Using Agency within three (3) business days of issuance of the request. Any contractor already engaged in providing oversight, compliance or consulting services regarding the use of federal disaster relief funds shall be ineligible to submit a proposal for any other services related to that engagement.

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

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

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

1.5 JOINT VENTURE

If a joint venture is submitting a proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture’s proposal. Authorized signatories from each party comprising the joint venture must sign the proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder form, and Affirmative Action Employee Information Report must be supplied for each party to a joint venture. NOTE: Each party comprising the joint venture must also possess a valid Business Registration Certificate (“BRC”) issued by the Department of Treasury, Division of Revenue prior to the award of a contract. Refer to Section 12.0 of this RFQ.

1.6 SMALL BUSINESS SUBCONTRACTING SET-ASIDE CONTRACTS

The Procurement Bureau strongly encourages the use of local subcontractors and has set a 25% goal for the use of subcontractors that are registered with the N.J. Division of Revenue as Small Business Enterprises (SBE). Contractors may search for registered SBEs at:

https://www6.state.nj.us/CEG_SAVI/jsps/vendorSearch.jsp

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

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

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

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

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

In addition, bidders are affirmatively encouraged to engage women and minority owned business owners and to employ local businesses and labor.

2.0 DEFINITIONS/ACRONYMS

Bidder – an organization, firm or individual submitting a proposal in response to the Request for Quotations that is not currently debarred.

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.

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

Division – The Division of Purchase and Property.

DOJ – United States Department of Justice.

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

FEMA – United States Federal Emergency Management Agency.

GSA – United States General Services Administration.

HUD – United States Department of Housing and Urban Development.

May – Denotes that which is permissible, not mandatory.

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

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

Should – Denotes that which is recommended, not mandatory.

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.

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 – The entity for which the Division has issued this RFP and will enter into a contract.

3.0 RFQ SCOPE OF SERVICES

Work will be assigned by written task order containing a specific and detailed scope of work for each engagement, with pricing based on a not to exceed clause pursuant to the selection of a qualified contractor from one of the three (3) pools under the Engagement Process.

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

3.1 POOL 1 -PROGRAM AND PROCESS MANAGEMENT AUDITING

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

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

3.2 POOL 2 – FINANCIAL AUDITING AND GRANT MANAGEMENT

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

- a) Plan, implement, administer, coordinate, monitor and evaluate the specific activities of all assigned financial and administrative functions. Develop and modify policies/procedures/systems in accordance with organizational needs and objectives, as well as applicable government regulations;
- b) Provide technical knowledge and expertise to assist in the integration of the Electronic Grants management program into the State finance and accounting system;
- c) Review and make recommendations to streamline the grant management and fiscal management processes and to ensure accountability of funds and compliance with Federal and State program regulations;
- d) Provide tools to be used by Using Agencies for the assessment of the performance of the financial transaction processes;
- e) Monitor all grant management, accounting, budget management, and other business office functions regularly; and
- f) Provide and/or identify training for staff in the area of detection and prevention of fraud, waste and abuse; and
- g) Ensure compliance with all applicable Federal and State accounting and financial reporting requirements.

3.3 POOL 3 - INTEGRITY MONITORING/ANTI-FRAUD

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

- a) Forensic accounting and all specialty accounting services;
- b) Risk assessments and loss prevention strategies;
- c) Performance and program monitoring and promotion of best practices as applicable to each task order issued under this contract;
- d) Fraud and misconduct investigation, prevention, detection and remediation;
- e) Implementation and management of appropriate compliance systems and controls required by State and Federal governing guidelines, regulations and law;
- f) Development and implementation of policies and procedures to assist in ensuring that program requirements are met, including preventing a duplication of benefits, and

measures to detect and prevent fraud, waste abuse and mismanagement of funds; Compliance with Federal and State laws, and DRGR regulations as applicable;

- g) Compliance with local regulations and ordinances as applicable;
- h) Disseminate information regarding the Anti-Fraud hotline maintained by the Office of the State Comptroller; and
- i) Provide data management systems/programs for the purpose of collecting, conducting and reporting required compliance and anti-fraud analytics.

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

3.3 ALL POOLS -DELIVERABLES AND DUE DATES

The contractor shall provide the following to the Using Agency:

3.3.1 ALL POOLS - DELIVERABLES

- 1) Monthly reports on activities conducted on or for each task to include the type of activity, results, recommendations and analysis;
- 2) A report every four (4) weeks on analysis of data as to fraud detection, outlier trends and progress by agencies or contractors to correct anomalies and system processes to provide verification of resolution and prevention of reoccurrence; and
- 3) Monthly reports on the resolution and closure of issues identified as result of any audit or monitoring from agencies providing oversight.

3.3.2 ALL POOLS - DELIVERABLE DUE DATES

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

3.4 ALL POOLS - REPORTING AND DOCUMENTATION

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

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

The contractor shall maintain all records related to products, transactions or services under this contract for a minimum period of five (5) years from the date of final payment. Such records

shall be made available to the New Jersey Office of the Comptroller, for audit and review, upon request pursuant to N.J.A.C. 17:44-2.2 and disclose to other parties for audit and review. Record retention beyond the five (5) year mark may be necessary and will be directed by the State.

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

3.5 LITIGATION SERVICES

The contractor(s) shall 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 contractor(s) recommendations.

3.6 TRAVEL EXPENSES AND REIMBURSEMENTS

Travel expenses and reimbursements shall be paid to the contractor as follows:

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

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

4.0 REQUIRED COMPONENTS OF THE RFQ PROPOSAL

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

POOL 1: Program and Process Management Auditing;

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

POOL 3: Integrity Monitoring/Anti-Fraud.

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

4.1 TECHNICAL PROPOSAL

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 an action plan for responding to requests for an engagement and shall provide a list of previously held, or currently held, contracts with similar services provided by the bidder. The list must detail the type, budget and a comprehensive description of each contract.

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

4.3 CONTRACT MANAGEMENT

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

4.4 ORGANIZATIONAL SUPPORT AND EXPERIENCE

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

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

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

The bidder must identify staff by 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/or 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.

h) Administrative Support Staff - This classification is for the individuals performing office support functions such as clerical, data entry, document preparation.

Each bidder shall segment its professional skill classifications into the above-noted categories. If the title differs in the bidder's organization, that title should be listed in parenthesis after the

particular category. It is not necessary for a bidder's firm to possess all categories of professional skill classifications.

All professional qualifications noted in this Section should be submitted with the proposal.

4.5 RESUMES

Detailed resumes should 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.

4.6 EXPERIENCE OF BIDDER ON SIMILAR CONTRACTS

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

4.6.1 ADDITIONAL EXPERIENCE OF BIDDER

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

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

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

Bidder should also have experience monitoring grants and supplemental appropriations from Congress as well as with other governmental agencies such as HUD, the U.S. Department of

Transportation, the U.S. Department of Homeland Security as well as other federal agencies that can provide support to the state after a catastrophic event.

4.6.2 DISCLOSURE

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

4.6.3 FINANCIAL CAPABILITY OF THE BIDDER

In order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit certified financial statements which include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

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

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

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

4.7 PROPOSAL CONTENT

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

Volume 1

Required Forms (Section 12.0)

Technical Proposal (Sections 4.1 through 4.6.3) **NOTE: These sections of the bidder's submission is limited to 25 pages or fewer per pool submission, with no smaller than a 12 point font.**

*Please do not include any pricing information in Volume 1.

5.0 CONTRACT TERM

The term of the contract shall be for the term of CDBR-DR funding, including any extensions. If the contract is not paid with CDBG-DR funds, the term shall be a period of three (3) years, with up to two (2) one-year extensions by the mutual written consent of the contractor and the Director at the same terms, conditions, and pricing at the rates in effect in the last year of the contract or rates more favorable to the State.

5.1 DATA CONFIDENTIALITY

All financial, statistical, personnel, customer and/or technical data supplied by the State to the contractor are confidential. The contractor must secure all data from manipulation, sabotage, theft or breach of confidentiality. The contractor is prohibited from releasing any financial, statistical, personnel, customer and/or technical data supplied by the State that is deemed confidential. The following shall not be considered confidential information of the State and shall not be subject to the provisions of Section 5.9.1 of the RFQ: Any information that (a) was in contractor's possession before receipt from the State; (b) is independently developed or acquired by or for contractor without use of the State's proprietary information; (c) is rightfully received by contractor from a third party without a duty of confidentiality; (d) was disclosed by the State to a third party not under an obligation of confidentiality; or (e) is or becomes available to the public through no fault of contractor. Contractor will not release any confidential information to a third party without the consent of the State unless required in order to comply with judicial or administrative process. Prior to releasing the State's confidential information in response to judicial process, the contractor shall give the State advanced written notice of the subpoena, if not legally prohibited, and provide the State the opportunity to object to the required disclosure. Any other use, sale, or offering of this data to a third party without the State's consent in any form by the contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution. The contractor shall be liable to the State for a breach of confidentiality subject to the insurance requirements set forth in this RFP.

The contractor shall assume total financial liability incurred by the contractor associated with any breach of confidentiality in accordance with New Jersey Identity Theft and Protection Act, N.J.S.A 56:11-44 et seq.

When requested, the contractor and all project staff including its subcontractor(s) must complete and sign confidentiality and non-disclosure agreements provided by the State. The Contractor shall require all staff to view yearly security awareness and confidentiality training modules provided by the contractor. It shall be the contractor's responsibility to ensure that any new staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one month of the employees' start date.

Security clearance/background check for all contractors and project staff must be obtained and provided to the State (to protect the State of New Jersey from losses resulting from contractor employee theft, fraud or dishonesty) upon request. Refer to the National Institute of Standards and Technology (NIST) Special Publication (SP) 300-12, An Introduction to Computer Security: The NIST Handbook, Section 10.1.3, Filling the Position – Screening and Selecting.

5.2 ALL POOLS - OWNERSHIP OF MATERIAL

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

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

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

5.3 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

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

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

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

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

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

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

5.4 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

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

- d. Professional Liability Insurance: The contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the contractor from any liability arising out the professional obligations performed pursuant to the requirements of the contract. The insurance shall be in the amount of not less than \$5,000,000 and in such policy forms as shall be

approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

5.5 LIQUIDATED DAMAGES

Effective and efficient operation of all Task Orders issued pursuant to this contract is necessary to promote the best interests of all parties, especially the public. To the extent that actions of the contractor result in failure to meet performance standards, the State may suffer damages that could be difficult or impossible to quantify. As a result, situations may arise where the imposition of liquidated damages may be required to compensate for the failure to meet performance standards.

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

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

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

Liquidated Damages shall be limited to the total amount of payment due to the contractor under the Task Order. The Liquidated Damage provisions will be set forth in the scope of work of the request for competitive price quotes that will be sent from the Using Agency to the contractors in the appropriate pool in accordance with Section 1.4 ENGAGEMENT PROCESS.

5.6 FORM OF COMPENSATION AND PAYMENT

Payments to the Contractor will be disbursed following approval by the State Contract Manager in accordance with section 6.0 above. The State reserves the right to negotiate with the bidder, the final fee for services provided under each task order.

6.0 COST PROPOSAL

The bidder shall provide an hourly rate for each staff position listed in using Exhibit A, Cost Schedule As part of its proposal the bidder is to set forth how its GSA hourly rates will be applied to the various services requested within the RFQ. The bidder may offer hourly rates more competitive than its GSA pricing but may not increase said rates.

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

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

Prior to the purchasing or leasing any Direct Costs, the contractor shall provide a list of these costs to the State 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 such purchases, the contractor should obtain price quotations from a minimum of three (3) sources.

7.0 SELECTION PROCESS

All proposals will be reviewed to determine responsiveness. Non-responsive proposals, or those submitted by debarred firms or individuals, will be rejected without evaluation. The following evaluation criteria categories, separate or combined in some manner, and not necessarily listed in order of significance, will be used to evaluate proposals received in response to this RFQ and determine which firms will be included in each of the three Pools:

- a. Personnel: The skills, qualifications and depth of experience of the bidder's management, supervisory, and key personnel assigned to the contract, including the candidates recommended for each of the positions/roles required.
- b. Experience of firm: The bidder's documented experience in successfully completing similar contracts in relation to the work required by this RFQ, including the firm's experience with CDBG-DR, HUD and/or FEMA or other federal agency experience and the firm's subcontracting plans, if any, for the inclusion of qualified small businesses.
- c. Ability of firm to complete the Scope of Work based on its Technical Proposal: The overall ability of the bidder to undertake and successfully complete the technical

requirements of the Pool for which bidder submits a proposal in a timely manner, including its approach to deliver and manage services required under any Task Order issued to the firm.

- d. Cost proposal: For evaluation purposes, bidders' price sheets will be evaluated and ranked based on an analysis of competitive range and cost reasonableness based on the price lines of all responsive and responsible bidders. Bidders will be selected for inclusion in a Pool(s) based on the bid prices but the reasonable of cost, based on the hourly rates bid, will be determined on the basis of a specific Task Order.

8.0 ORAL PRESENTATION AND/OR CLARIFICATION OF PROPOSAL

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its proposal. The Evaluation Committee also may require a bidder to submit written responses to questions regarding its proposal. 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 proposal. However, original proposals may not be supplemented, changed, or corrected in any way. No comments regarding other proposals 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 proposal. 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 price 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 negotiation with any bidder.

All contacts, records of initial evaluations, any correspondence with bidders related to any request for clarification, negotiation or BAFO, any revised technical and/or price proposals, 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 the use of the Contract and resolving minor disputes between the Contractor and the State. The State Contract Manager shall be the central coordinator of the use of the Contract for the State. All persons and agencies that use the Contract must notify and coordinate the use of the contract with the State Contract Manager.

9.2 COORDINATION WITH THE STATE CONTRACT MANAGER

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

10.0 CONFLICT OF INTEREST CLAUSE

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

11.0 PROGRAM EFFICIENCY ASSESSMENT

The State Using Agencies shall be charged an assessment equal to one-quarter of one percent (0.25%) of the value of all transactions under this contract. This assessment is authorized by N.J.S.A 52:27B-56 and N.J.A.C 17:12-1.5, to maintain the State's procurement system at a level to meet industry standards of efficiency.

12.0 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>

- 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

- New Jersey's Standard Terms and Conditions –Bidders must initial and date this form.
<http://www.state.nj.us/treasury/purchase/forms/pbst.pdf>

- Source Disclosure Certification Form
<http://www.state.nj.us/treasury/purchase/forms/sdcertificationform.pdf>

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

Bidders must sign and return the attached Federal Vendor Letter for this RFQ and the Cooperative Purchasing Form.

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

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

FINAL REVISED PRICE SCHEDULE

**PROGRAM AND PROCESS MANAGEMENT AUDITING, FINANCIAL AUDITING
AND GRANT MANAGEMENT, INTEGRITY MONITORING SERVICES, & OTHER
RELATED SERVICES FOR DISASTER RECOVERY AND LONG TERM PLANNING
PROJECT
(HURRICANE SANDY)
RFQ**

Refer to RFQ Section 3.0 (Scope of Work) for task requirements and deliverable, Section 4.4 (Staff Classifications), and Section 6.0 (Cost Proposal) for additional information regarding this Price Schedule.

Bidder's Name: _____

POOL 1: PROGRAM AND PROCESS MANAGEMENT AUDITING

LINE #	STAFF CLASSIFICATIONS	YEAR 1 HOURLY RATE	YEAR 2 HOURLY RATE	YEAR 3 HOURLY RATE
1	Partner	\$	\$	\$
2	Program Manager	\$	\$	\$
3	Project Manager	\$	\$	\$
4	Senior Consultant	\$	\$	\$
5	Consultant	\$	\$	\$
6	Associate/Staff	\$	\$	\$
7	Administrative Support	\$	\$	\$

Bidder's Name: _____

POOL 2: FINANCIAL AUDITING AND GRANT MANAGEMENT

LINE #	STAFF CLASSIFICATIONS	YEAR 1 HOURLY RATE	YEAR 2 HOURLY RATE	YEAR 3 HOURLY RATE
8	Partner	\$	\$	\$
9	Program Manager	\$	\$	\$
10	Project Manager	\$	\$	\$
11	Senior Consultant	\$	\$	\$
12	Consultant	\$	\$	\$
13	Associate/Staff	\$	\$	\$
14	Administrative Support	\$	\$	\$

Bidder's Name: _____

POOL 3: INTEGRITY MONITORING/ANTI-FRAUD

LINE #	STAFF CLASSIFICATIONS	YEAR 1 HOURLY RATE	YEAR 2 HOURLY RATE	YEAR 3 HOURLY RATE
15	Partner	\$	\$	\$
16	Program Manager	\$	\$	\$
17	Project Manager	\$	\$	\$
18	Senior Consultant	\$	\$	\$
19	Consultant	\$	\$	\$
20	Associate/Staff	\$	\$	\$
21	Administrative Support	\$	\$	\$



State of New Jersey

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

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

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

Date:

Subject: Provision for Federally-Based Contract –Request for Quotation for Program and Process Management Auditing, Financial Auditing and Grant Management, and Integrity Monitoring/Anti-Fraud Services for Disaster Recovery Assistance (Hurricane Sandy)

The Federally-Based Contract executed between **[Bidder Name – Insert Here]** and the State of New Jersey shall include the following provisions:

1. The price under the contract shall be no greater than the price offered to federal agencies.
2. The contract shall include a provision requiring the vendor to give the State federally mandated price reductions during the term of the contract, if any are provided for in the federal contract or by law.
3. The contract shall have a list of the specific products or services being purchased and the prices for each. None of the goods and services listed on a federal supply schedule may be the subject of a single NJ contract without the specific, written approval of the Director.
4. The contract shall have an initial term of one to five years, with no more than five one-year extensions.
5. The contract may be available for local use pursuant to N.J.A.C. 17:12-2.3.
6. The contract shall include the State's Standard Terms and Conditions.
7. The vendor must satisfy all the procurement requirements for State contracting, i.e., submitting the statutorily required forms and certifications as set forth in Section 11.0 of the Request for Quotations.
8. Insurance Certificates: In accordance with Section 4.2 of the State of New Jersey Standard Terms and Conditions, the contractor shall secure and maintain in force for the term of the contract insurance as required by the terms of the contract. The contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof.

Organ and Tissue Donation: As defined in section 2 of P.L. 2012, c. 4 (N.J.S.A.52:32-33), contractors are encouraged to notify their employees, through information and materials or through an organ and tissue awareness program, of organ donation options. The information provided to employees shall be prepared in collaboration with the organ procurement organizations designated pursuant to 42 U.S.C. §1320b-8 to serve in this State.

I certify that I have read and, if selected, will conform to all of the requirements stated on this sheet and included within the applicable Federal Supply Schedule of the Federal General Services Administration or other federal procurement program, the Request for Quotation if issued by the State and the State of New Jersey Standard Terms and Conditions.

Signed: _____

Name: _____

Title: _____

Date: _____