



State of New Jersey

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April 5, 2013

To: All Interested Bidders

**Re: RFQ for Business Process Outsourcing
Superstorm Sandy Recovery
Small Business Grant Recovery Program
Quote Due Date: April 11, 2013 2:00 PM**

Modification # 1

This modification is divided into the following parts:

Part 1: Revised Quote due date

Part 2: Answers to questions

Part 3: Additions, deletions, clarifications and modifications to the RFQ.

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

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

Part 1

Be advised the quotation submission due date has been changed to April 11, 2013 at 2:00PM EDT.

Part 2
RFQ for Business Process Outsourcing
Superstorm Sandy Recovery
Small Business Grant Recovery Program
RFQ: 770065S

Answers to Questions

Note: Each question is referenced by the appropriate RFQ page number(s) and section where applicable.

(#)	Page(s)	RFQ Section Reference	Questions	Answers
1.	N/A	General	Do you have to be located in New Jersey in order to bid on this work?	No, you do not need to be located in New Jersey to bid on this RFQ.
2.	N/A	General	Do you intend to award contracts to more than one Contractor?	The State intends to award a single contract as a result of this RFQ.
3.	N/A	General	Under the GSA Schedule Section 520, which subsection are we to focus on for partnership of existing approved vendors? 520-21 or 520-22?	The RFQ was initially posted under schedules 520-22 and 520-15.
4.	N/A	General	What's the timeline for the closure of this RFQ?	Quotations are due April 11, 2013 by 2PM. We expect to issue a contract award between April 23 and April 30.
5.	N/A	General	RFQ says "Quotations are to be submitted by Thursday, April 5, 2013 at 12:00 PM EST. April 5th is Friday. When are quotations due?"	Quotations are due April 11, 2013 by 2PM Eastern Time.
6.	N/A	General	If a firm will utilize a teaming partner, will the teaming partner need to provide separate financials along with the prime?	Yes, any firm or Contractor utilizing a teaming partner must provide separate financials as it relates to meeting the requirements of the RFQ.
7.	N/A	General	Do you anticipate that A-133 audit findings and resolutions are tracked by the software provided by the contractor?	This is not within the anticipated scope of this RFQ.
8.	N/A	General	Will claims be processed as advances or reimbursements or both?	Claims will be processed for: -Working capital expenses that were incurred since the date of Superstorm Sandy (October 29) and prior to date of application, with proper proof of payment -Prospective physical damage or working capital expenses as supported by proper documentation.
9.	N/A	General	Does award of this contract preclude a contractor from award of the homeowner assistance contract, the RFP for which has yet to be released?	No, it does not preclude a Contractor from award of the homeowner assistance Contract.

10.	N/A	Price Sheet	If the Subcontractor providing personnel is on the GSA schedule, are the labor rates taken from the Subcontractor GSA schedule or the Prime contractor GSA schedule or both?	The labor rates associated with subcontractor personnel can be taken from either the Prime Contractor GSA schedule or subcontractor GSA Schedule.
11.	N/A	General	Are we to handle the actual disbursement of funds or will this go through Department of the Treasury? If so, how will the funds be issued to the contractors for disbursement?	<p>After seeking and obtaining Federal grant fund drawdown from the Grantee (NJDC) for closing-ready projects, disbursements will be made from a State (NJEDA)-controlled account.</p> <p>The vendor will handle disbursements. Funds will be issued via:</p> <ul style="list-style-type: none"> -Two party check -ACH payment -In limited cases, wire transfer -Using existing banking relationships currently in place.
12.	N/A	General	Are we required to perform any outreach activities?	No, outreach activities are not part of the scope of this RFQ.
13.	N/A	General	Can you provide a copy of the current application?	Since this is a new program, there is no current application. The vendor is expected to create the final form of application. However, in anticipation of going live prior to date of contract, a temporary, workaround application is currently in early stage development.
14.	N/A	General	Is there a page limit for the proposal submission?	No, there is no page limit on the proposal submission.
15.	N/A	General	The application period begins April 1, when does the State anticipate making initial awards to grant recipients?	Application period start date cannot begin (at a minimum) until the State's Action Plan is approved by HUD. The plan was sent to HUD on 3/28. It is expected to be approved within 3 weeks, although HUD regulations provide up to 45 days for approval.
16.	N/A	General	Are the anticipated grants multi-year grants and/or will applicants have to re-apply each year?	These are not multi-year grants.
17.	N/A	General	Does the State anticipate closing the application period on 1 Oct 2013?	We anticipate closing the application period on November 1, 2013.
18.	N/A	General	When does the State anticipate that all awards for 2013 will be made or will it be a continuous process?	The HUD CDBG-DR rules require a two-year program term.
19.	N/A	General	Will the State representatives participating in the program also perform financial review and	Yes, as required by the grant. There will be various controls in place at every stage, but primarily after

			approval of grants? If so, will they do pre-approval or post (after contractor recommendation for approval)?	vendor recommendation for approval (pre-closing).
20.	N/A	General	If HUD solicitation material is not available, can the State provide the conditions for award, relevant details for award amount determination, specific conditions/agreements that must be met by the potential grantee, etc? Essentially have the formal Basic Minimum Requirements (BMR) for this program been identified?	Product development is currently underway. Program details that have been developed to date are included in the Action Plan submitted to HUD on 3/28/13, pending approval. Once approved, details of final program plans and corresponding guidelines will be shared with the selected firm (upon contract execution).
21.	N/A	General	Has the State identified the grantee post award reporting requirements?	Product development is currently underway. See part 2, item #20 above. Post-award requirements are part of this process.
22.	N/A	General	Will the State have to consolidate and report program activity to relevant Federal Agencies?	Yes, in this case, through the Department of Community Affairs, as grantee of the HUD CDBG-DR funding, through the DRGR system.
23.	N/A	General	Must all subcontractors be small businesses or will it be acceptable that the bidder utilizes other firms as subcontractors as long as it meets the State's 25% NJ SBE subcontractor requirements stipulated in the State's Subcontractor Utilization Plan Form?	Not all subcontractors are required to be small businesses as long as the bidder plans for and follows the State's SBE subcontracting program requirements.
24.	N/A	General	What is the expected documentation from the bidder to demonstrate that the bidder has excised a good faith effort on subcontracting small business set-aside contracts?	Good Faith Effort: A. To demonstrate sufficient good faith efforts to meet the SBE goal, the Bidder shall provide written documentation of the steps it has taken, prior to the bid opening, to obtain SBE participation. The Bidder can meet this requirement in either of two ways: 1) The Bidder can meet the goal, documenting commitments for participation by SBE firms; and 2) If the Bidder did not meet the goal the State will make a fair and reasonable judgment whether the Bidder made adequate good faith efforts. The State will consider the quality, quantity and intensity of the different kinds of efforts that the Bidder has made. The efforts employed by the Bidder should be those that one could reasonably

				<p>expect a Bidder to take if the Bidder were actively and aggressively trying to obtain SBE participation sufficient to meet the SBE contract goal.</p> <p>See also: N.J.A.C. 17:13 - SBE Set-Aside for Goods and Services.</p>
25.	N/A	General	Given that the grant application begins on April 1, and the proposal is not due until April 9, when is the anticipated contract award date?	We expect to issue a contract award between April 23 and April 30.
26.	N/A	General	What is the level of efforts (Hours and FTEs) anticipated by the State for this award?	The detailed approach to managing the resulting contract, including anticipated staffing levels based on the nature, timing, and size of the disaster recovery business grant program, should come from the bidder.
27.	N/A	General	When is the State expecting the HUD approval of the State's Action Plan?	The plan was sent to HUD on 3/28. It is expected to be approved within 3 weeks, although HUD regulations provide up to 45 days for approval.
28.	N/A	General	Are there options to have call center staff and IT staff work remotely? Do the NJ work facilities have capabilities for remote access?	There are no plans to have contract staff that interacts with recipients (call center, claims reps, and closing / disbursement staff) work remotely.
29.	N/A	General	Is there an existing State Grant office that this program will have to coordinate with?	No, other than the Department of Community Affairs as Grantee of the HUD CDBG-DR funds.
30.	N/A	General	Once the grant application is received, what is the expected turnaround time to award the grant?	This would depend on the complexity of the specific application. In some cases, this may be as short as three business days. Other cases may involve more detailed validation of duplication of benefits, environmental review, SBA funding status, etc.
31.	N/A	General	For applicants meeting the eligibility requirements, and are recommended for award, what is the expected process from award recommendation to award execution? Will the grant award be executed by a State Official?	Final review and approval by NJEDA, funding request to NJDCA (Grantee), execution of grant agreement. An NJEDA representative will sign the grant agreement.
32.	N/A	General	How will the grant disbursements be made? Will the grantees be required to provide invoices and proof of payment prior to disbursements?	<p>After seeking and obtaining Federal grant fund drawdown from the Grantee (NJDCA) for closing-ready projects, disbursements will be made from a State (NJEDA)-controlled account.</p> <p>The vendor will be responsible for</p>

				<p>disbursements. Funds will be issued via:</p> <ul style="list-style-type: none"> -Two party check -ACH payment -In limited cases, wire transfer -Using existing banking relationships currently in place. <p>Multiple disbursements may need to be made under each application, depending on timing.</p> <p>Claims will be processed for:</p> <ul style="list-style-type: none"> -Working capital expenses that were incurred prior to date of application, with proper proof of payment -Prospective physical damage or working capital expenses as supported by proper documentation
33.	N/A	General	What is the grant anticipated disbursement turnaround time from the contractor's receipt of the grantee's disbursement request to payment?	Please see part 2, item #30.
34.	N/A	General	Is there a process anticipated for the grant disbursement approval to be interfaced with the State's Department of Treasury, which will perform the actual disbursement of funds?	Please see part 2, items #11 and 32.
35.	N/A	General	Are post disbursement reconciliations required to be performed by the contractor?	Yes, regarding quality assurance / control procedures and for audit purposes. Otherwise, all disbursements will be made only after proper documentation is provided. A two-party check system will also be used to provide additional controls.
36.	N/A	General	Please confirm that this solicitation is open to all GSA FABS and MOBIS schedule holders for SINS 520 and 874, respectively.	This solicitation is open to all GSA FABS and MOBIS schedule holders that can meet the requirements of the RFQ.
37.	N/A	General	Will requested uses of these grants be subject to any of the special requirements mentioned in the NJ Disaster Recovery Plan (e.g., environmental reviews, labor standards, procurement regulations, etc.) requiring consideration during the application evaluation or post-award monitoring?	Yes. Eligibility will be subject to HUD CDBG-DR regulations that were referenced in the RFQ.
38.	4	1.2 Background	Regarding "standard and	Product development, including

			accepted financial and credit analysis techniques.” Have these criteria been defined or is this definition part of the scope of work?	eligibility, is currently underway. Program details that have been developed to date are included in the Action Plan submitted to HUD on 3/28/13, pending approval. Once approved, details of final program plans and guidelines will be shared with the selected firm (upon contract execution).
39.	5	1.2 Background	Will application for the SBA’s disaster-related loan programs be a prerequisite to application for these grants?	Yes, as long as the SBA disaster loan program is open. The SBA window for physical damage closes on April 30, and for economic injury on July 31, 2013. Final SBA determination (approval/denial, as applicable) will be required.
40.	6	1.3.2 Submission of Quotation	How should the response to the RFQ be submitted to by the contractor; via email or hard copies?	Please see part 3, item #1.
41.	4	1.2 Background	Is there anything prohibiting a bidder from being considered as a Prime Contractor under this RFQ? If the bidder is a GSA-FABS schedule holder and will be teaming with another GSA bidder as one of its sub-contractors. The bidder is a Woman-Owned Small Business domiciled in the State of New Jersey.	Please see the note in section 1.2 Background of this RFQ.
42.	10	3.1.1 Requirements	Does the State have a requirement that final application status must be determined within a certain time frame (e.g. within 90 days, prior to Oct 1, etc...)?	No, the State does not have a requirement that the final application status must be determined within a certain timeframe.
43.	10	3.1.1 Requirements	Will the State provide the action plan that was submitted to HUD in the application for this grant?	Please see: http://www.nj.gov/dca/announcements/sandy.html
44.	10	3.1.1 Requirements	When the automated system is established, is it the State's expectation that those previously manually processed grants will be maintained in the new system? If so, what is the expected timeline for conversion?	Yes, however, we are developing a temporary workaround electronic solution for application intake and processing, which will speed the conversion process, if needed.
45.	10	3.1.1 Requirements	We understand the need to have the Tinton Falls location to have Claims Representatives on-site in Monmouth County to provide in-person assistance, but is the intention with the Trenton facility the same or is the State simply making space available if required	We plan to have contract staff at both of these locations as outlined in the RFQ. Additionally, we anticipate claims representatives being accessible in all nine impacted counties, as identified by HUD, several days a week. Field office locations will be made available

			by the vendor?	through the State's network of workforce investment board offices.
46.	10	3.1.1 Requirements	Can checks be printed at the contractor's or the contractor's banking partner's offices, or does the State require checks to be printed at the state-provided Trenton facility?	It is expected that the contractor will process checks at the Trenton location. Please see part 2, items #11 and 32.
47.	10	3.1.1 Requirements	Under the bullet "Provide technology Tools" – can you clarify what if any technology tools will be provided by the state?	Telephones, voicemail, and Internet connectivity will be provided by the State (NJEDA).
48.	10	3.1.1 Requirements	Can you provide additional assumptions under the requirement of "be responsible for post-closing compliance and follow up?" Do you assume grantee site visits, grant effectiveness evaluations, continual reporting of grant recipients?" What are the expectations for post-award follow-up and awardee reporting?	Post-closing review of any/all grant agreement requirements such as maintaining business operations for a period of 6 months to 1 year, evidence of ongoing insurance coverage, collecting follow-up documentation, reporting, etc. The contractor would also be responsible for providing audit evidence and support, as required.
49.	10	3.1.1 Requirements	Is the contractor required to design the application form to be used in the manual start-up phase beginning in April? If an application form exists, please provide a copy.	Since this is a new program, there is no current application. The vendor is expected to create the final form of application. However, in anticipation of going live prior to date of contract, a temporary, workaround application is currently in early stage development.
50.	10	3.1.1 Requirements	Are there any established program rules, grant terms and conditions, etc., that the State could provide?	Product development, including eligibility, is currently underway. Program details that have been developed to date are included in the Action Plan submitted to HUD on 3/28/13, pending approval. Once approved, details of final program plans and guidelines will be shared with the selected firm (upon contract execution).
51.	10	3.1.1 Requirements	The note at the bottom of page 11 indicates that at least 1 staff member be fluent in reading, writing, and speaking English and Spanish be on-site. Do we need Spanish speaking representatives in the call center?	Please see part 3, item #2.
52.	10	3.1.1 Requirements	Are electronic claims creation, submission, and approval processes acceptable for this implementation?	Yes, in fact required. Please see section 3.1.1 Requirements.
53.	11	3.1.1	Is a Spanish speaking staff	Yes, please see part 2, item #51.

		Requirements	member required at each of the sites at all times? This would mean at a minimum four individuals?	
54.	11	3.1.1 Requirements	Will the State provide technical support to assist in tying the on-line application process to be developed with the States existing website?	Yes, if necessary. Another option is to "mirror" our existing website with the vendor's hosted or cloud solution website.
55.	11	3.1.1 Requirements	Will the on-line application process be hosted on the State's website or on a Contractor website?	Please see part 2, item #54.
56.	11	3.1.1 Requirements	Will disbursements be from a State or Federally controlled and maintained Bank account or will the Contractor control and maintain the account?	After seeking and obtaining Federal grant fund drawdown from the Grantee (NJDCA) for closing-ready projects, disbursements will be made from a State (NJEDA)-controlled account.
57.	12	3.2 State Provided Facilities	This section indicates that space will be made available for Contractor Call Center, Closing and Disbursement Processors and supervisory staff at the New Jersey Economic Development Authority (NJEDA) in Trenton, NJ, and that space will be made available for Contractor Claims Representatives at one of the State's affiliated facilities in Tinton Falls, Monmouth County. Would the State contemplate off-site office locations for these resources, either in-state or out-of-state?	<p>We plan to have contract staff at both of these locations as outlined in the RFQ. Additionally, we anticipate claims representatives being accessible in all nine impacted counties, as identified by HUD, several days a week. Field office locations will be made available through the State's network of workforce investment board offices.</p> <p>No other locations are contemplated for delivery of services under the resulting contract at this time. Based on the volume, complexity, and cycle-times experienced, it may be necessary to expand to other locations, which NJEDA will provide (similarly equipped), in close proximity to the existing 2 locations identified.</p>
58.	12	3.2 State Provided Facilities	Will the furniture supplied by the State at the 2 sites include lockable fireproof filing cabinets to meet security requirements?	This type of furniture will not be provided by the using agency. However, we anticipate that the majority of data and documentation will be processed electronically.
59.	12	3.2 State Provided Facilities	Are all of the facilities to be provided as stated in Section 3.2 provided cost free or will the contractor be charged (and reimbursed) for these facilities?	The 2 office locations, as well as any other office location deemed necessary as the contract progresses, will be provided free of charge to the selected contractor.
60.	12	3.2 State Provided Facilities	Will the telephone system provided have all the voice mail and other requirements provided	A complete telephone system, including voice mail will be provided by NJEDA.

			under 3.11 "Call Center" or will the contractor need a front end system to link to the telephones provided?	
61.	12	3.4 Data	Does this mean that any of the 3 alternatives given are in fact fully compatible with the NJEDA'a requirements?	Any of the 3 listed alternatives are acceptable.
62.	12	3.2 State Provided Facilities	What is the assumption for the 22 staff members in Trenton and 15 staff members in Tinton Falls? Is this just the maximum amount of staff that can be placed in these locations or are these are projected headcounts?	These are both early estimates of required headcount and maximum seating capacity at this time.
63.	12	3.2 State Provided Facilities	Must all staff be on site, or may some work remotely from other locations?	<p>We plan to have contract staff work onsite at both of the locations identified in the RFQ. Additionally, we anticipate claims representatives being accessible in all nine impacted counties, as identified by HUD, several days a week. Field office locations will be made available through the State's network of workforce investment board offices.</p> <p>No other locations are contemplated for delivery of services under the resulting contract at this time. All contract staff members are expected to work onsite, in a team environment.</p> <p>Please also see part 2, item #57.</p>
64.	12	3.2 State Provided Facilities	Will the contractor be able to use a Hypertext Transfer Protocol Secure (https) connection from both the Trenton and Monmouth facility locations through the state-provided internet connection?	Yes, HTTPS is an allowable protocol available to the contractor.
65.	12	3.2 State Provided Facilities	Will the State permit the use of a Virtual Private Network (VPN), which will provide a more secure means of interfacing?	Yes, VPN connectivity could be achieved through the available Internet connection.
66.	12	3.2 State Provided Facilities	Is the State providing a telephony platform (PBX)?	No. However, a Voice over IP (VoIP) telephone system is intended to be used for this program (hosted onsite), which is more accurately described as an "IP PBX".
67.	12	3.2 State Provided Facilities	Is the State providing Auto Call Distribution (ACD) agent routing?	No, the State will not provide ACD agent routing.
68.	12	3.2 State	Will the State provide an	No, the State will not provide IVR

		Provided Facilities	Interactive Voice Response (IVR)? Will the State provide if the State does provide call center platform?	functionality or a call center platform.
69.	12	3.2 State Provided Facilities	Who provides the toll-free number?	If the final decision is made to include a toll-free number, it will be provided by NJEDA. Otherwise, a local (609) area code number will be provided by NJEDA.
70.	12	3.2 State Provided Facilities	Does the vendor need to provide network equipment (router/switches)?	To the extent necessary to enable connectivity to its remote platforms and technology tools for grant management.
71.	12	3.2 State Provided Facilities	Does the vendor need to provide network equipment (router/switches)?	Please see part 2, item #70.
72.	12	3.2 State Provided Facilities	Per the RFQ, the State will provide electricity, telephone, Internet connectivity and furniture. Does this include the entire phone system which will be routing calls, etc.?	Please see part 2, item #60, 66, 67, 68, and 69.
73.	12	3.5 Contractor Project Management	Can you describe the role that the Claims Representatives will play in the recovery process?	Please see part 3, item #3.
74.	12	3.4 Data	In the tracking of funds, is there a requirement to interface with the State's financial system or the State's payment system as part of the process or do the statements in section 3.4 cover this process? Can you identify what State systems are in place where you anticipate requiring interfaces or data transfer?	It is probable that there will be an interface requirement, but these processes have not yet been determined. NJEDA's Subrecipient Agreement with the Grantee (NJDCA) has not been finalized at this time. If this is determined to be required, it will be added through the Change Request process.
75.	14	3.10.1 Travel Expenses and Other Reimbursements	Referencing 3.10.1 "Travel Expenses and Other Reimbursements," will costs incurred, using GSA per diem schedules, be reimbursed for contract implementation-related travel that begins or ends outside of the State of New Jersey, ex. contractor needs to bring a "back-up" employee from a nearby state to fill an unexpected opening.	Yes, as long as the travel is in accordance with section 3.10.1 and does not cause Travel Expense, in the aggregate, to exceed the limit listed in the cost proposal.
76.	14	3.9 Availability of Services	Is the state expecting adequate staffing to be two full shifts, six days per week for 2 years (contract term)?	The staffing levels will need to be fully scalable (up and down) in order to best serve the needs of the program as it develops throughout its lifecycle. The staffing levels outlined in Section 3.9 are the minimum service level expectations for this specific requirement under the

				contract and based on expected volume levels, which may or may not be sustained over the 2 year period.
77.	15	3.11 Performance Metrics	In the section on metrics for Claims Processing, the statement is made that “applicant to meet with Contractor’s representative within thirty minutes of the Applicant’s arrival on site.” The statement makes no when the Applicant arrives. Can it be assumed that the applicant arrives within 10 minutes of the scheduled appointment time (either before or after the scheduled time)?	Intention of the metric is to require the meeting to occur within 30 minutes of the scheduled arrival time. Assuming an applicant arrived 15 minutes late to a scheduled appointment, it can reasonably be assumed that the meeting should occur within 30 minutes of the later arrival time.
78.	16	3.11 Performance Metrics	Re 3.11 “Performance Metrics,” at “Closing Disbursements,” first bullet, and “Other”: regarding disbursements, can such a complex program realistically be implemented from late April to July with only a one-half of one percent error rate, and regarding “Other,” the contractor apparently is being held to a subjective standard set by a disgruntled grant-seeker, for a “complaint” can be outside of the wherewithal of the most scrupulous contractor administering federal and state regulations to correct, while exercising exemplary customer-service and acting in good faith.	Due to the strict standards required under this program by HUD, and due to the transparency and integrity standards that are expected of the Subrecipient, we are required to have tight controls and low error rates, especially in the closing and disbursement process. NJEDA will work closely with the selected vendor to determine the validity and reasonableness of any complaints received and subsequently “charged” against this metric.
79.	16	3.11 Performance Metrics	Under the call center is it acceptable to put callers on hold for a reasonable time after answering in the required four (4) rings?	The NJEDA expects the applicant to receive the full attention of the vendor representative immediately after taking a new call and shall comply with section 3.11 Performance Metrics.
80.	16	3.11 Performance Metrics	Will post award performance measures for the grantees be required?	Minimal measures, such as maintaining business operations for a period of 6 months to 1 year after award. Please see part 2, item #48.
81.	16	3.11 Performance Metrics	Call Center – Will the State set up the infrastructure for the call center or is this part of Contractor’s task?	The State will work with the selected vendor to plan and implement any special configuration of its phone system.
82.	16	3.11 Performance Metrics	Does the 30-minute timeframe to see a Claims Processing Representative apply to walk-ins	Intent is to apply the metric to those with scheduled appointments.

			or just individuals with scheduled appointments?	Please see part 2, item #77.
83.	16	3.11 Performance Metrics	Is there an anticipated turnaround time for delivering funding decisions to applicants?	Please see part 2, item #30.
84.	18	4.2.1.1 MacBride Principles Certification	Is there a reason to include the United Kingdom's Fair Employment (Northern Ireland) Act of 1989?	Please reference section 4.2.1.1 of the RFQ and section 2.5 of the State of NJ Standard Terms and Conditions.
85.	18	4.2.1.3 New Jersey Business Ethics Guide Certification	Page 18, Section 4.2.1.3 – what is the process to submit an e-bid quotation? Specifically obtaining a Pin.	E-bid submission is not applicable to this procurement. Please see part 3, item #1 for instructions on quotation submission.
86.	20	4.2.1.7 Business Registration	The RFQ states that the bidder and its subcontractors must have a valid business registration at the time of the quotation submission opening. If that process takes longer than anticipated, will the State accept documentation that the application process has started but may not be completed at that time of bid opening?	Each entity responding to this RFQ must be registered with the New Jersey Department of Taxation – Division of Revenue and obtain a “Business Registration Certificate” (“BRC”) <u>prior to entering into a contract</u> with the State of New Jersey.
87.	22	4.2.4 Organizational Support & Experience	5 years of experience with a 5-yr timeframe, must be demonstrated; thus, in effect, the requirement as written means a bidder must have been doing the work described in the 3 sub-bullets directly underneath the first solid bullet every year for the past 5 years. In contrast, regarding past experience, at 4.2.4.5 “Performance...,” no such narrow timeframe is mentioned.	The first area, 4.2.4, requests the bidder to include narrative examples to evidence and demonstrate its experience in doing this <u>type of work</u> during the preceding 5-year <u>time period</u> . The later section, 4.2.4.5 requests less time-bound examples, but seeks to understand and show that the bidder <u>can successfully manage contracts of this size and scope</u> and seeks <u>references</u> of this capability.
88.	23	4.2.4.3 Resumes	Referencing the last full paragraph of page 23 of the RFQ within 4.2.4.3 “Resumes,” are the 2 named positions to be considered key personnel?	Yes, these 2 positions would be considered key personnel within the “Supervisory” category.
89.	23	4.2.4.1 Location	Does having the embedded program manager working in NJ EDA offices in combination with a contractor’s overseeing office, which might be outside New Jersey, meet the intent of this paragraph?	Yes, this scenario would meet the intent of this paragraph.
90.	23	4.2.4.3 Resumes	The RFP states that resumes for each person on the “staffing chart”, but in subsequent	The Bidder should provide detailed resumes <u>for each subcontractor’s management, supervisory and other</u>

			<p>paragraphs the RFP states that the claim supervisor and key staff from subcontractors' resumes are to be provided. Do we need resumes for each staff member or can we provide key personnel resumes only.</p>	<p><u>key personnel</u> that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.</p> <p>Please see section 4.2.4.3 Resumes.</p>
91.	25	4.2.5 Price Schedule/Sheet	<p>"<i>Superstorm Sandy Business Recovery Proposed Budget</i>" Are there any other State related costs to be added to have the sum equal \$300 million, or is it only the contractors expected costs with the remainder being the total Grant amount disbursed?</p>	<p>The Subrecipient Agreement with the Grantee (NJDCA) has not yet been finalized. We are expecting to receive an <u>amount up to \$300 million</u> to be used for the business grant program. The program is based on a funding drawdown model from the Federal DRGR system. Although NJEDA fully expects to distribute the maximum available funding to grant recipients, there is no guarantee that there will be demand for or that NJEDA will <u>actually close</u> all of the available funds up to \$300 million for the grant initiative.</p> <p>It is expected that bidders will take a reasonable and fiduciary approach, as does the Authority, when preparing its maximum not to exceed fee to provide these services. Bidders are reminded that every dollar spent on administration, overhead, profit, and fees takes away from the potential available funding to assist businesses in need.</p> <p>In the interest of ensuring that all bidders are evaluated fairly and equitably, each should propose a budget based on the estimated \$300 million grant funding. Each Bidder shall consider their administration, overhead, profit, and fees, and any other expenses for which it expects to be reimbursed. These totals shall equal the Bidder's maximum not to exceed fee.</p>
92.	25	4.2.5 Price Schedule/Sheet	<p>Should this total of \$300 million be reported in line 19 of the bid form and be the total for two years?</p>	<p>Yes, as reflected in the Section 4.2.5: "...for purposes of this RFQ "Proposed Budget" submission, and to ensure that all proposals are evaluated equitably, the Bidder shall submit its proposed budget assuming a total budget of three hundred million (\$300,000,000) dollars. The \$300 million budget will reflect the</p>

				<p>Bidder's overhead (to include salaries to be paid to staff) and profit to administer and operate the turnkey Business Process Outsourcing Services, as well as the grant funds to be disbursed to businesses. These two (2) components must total to (but not exceed) \$300 million."</p> <p>Please see part 2, item #93.</p>
93.	25	4.2.5 Price Schedule/Sheet	How should the Grant amount be split between the 2 years?	Grant funding will be disbursed based on the timing of the applications received and approved. NJEDA is unable to predict the actual level of response to this program. It is the State's and the Authority's intent to review and approve the maximum number of applications possible within the guidelines of the program. It is the bidder's responsibility, based on its expertise and knowledge in providing these services to others, to determine the appropriate staffing and handling of the applications from submission to their final stage (approval or denial).
94.	25	4.2.5 Price Schedule/Sheet	Are the years on the form "contract years" or calendar years?	The years on the form are Contract years.
95.	25	4.2.4.6 Financial Capability of the Bidder	The RFP states that certified financial statements are required. Are subcontractor financial statements required?	Subcontractor financial statements are not required at the time of proposal submission, but may be asked for after submission or after contract award.
96.	25	4.2.5 Pricing Schedule	Can you confirm the equation to arrive at the numbers for Line 19?	Please see part 2, items #91 and 92.
97.	35	5.15 Retainage	Please clarify when the State Contract Manager will certify that all services have been satisfactorily performed for release of the retainage.	Final certification will occur within 120 days of contract expiration, or sooner, if reason to do so.
98.	36	5.17.1 Indemnification	Please clarify the basis for the limitation of liability. Is it based on 100% of the contract value or the overall program value?	Limitation of liability is 100% based on contract value, not overall program value.
99.	38	5.20 Program Efficiency Assessment	Does the Contractor have responsibility for paying the .25% Efficiency Assessment?	No, the Contractor is not responsible for the Efficiency Assessment fee.
100.	38	5.20 Program Efficiency Assessment	Please clarify whether the program efficiency assessment of 0.25% against the value of all transactions under this contract refers to the contract value alone	This fee is not paid by the selected vendor.

			or the contract value plus the value of the grant awards.	
101.	39	5.21 Ongoing Program Evaluation/ Recommendation	Can sampling be used to monitor Customer Satisfaction or is it the expectation that all Customers be monitored?	The Bidder must indicate how it will gather data relative to Customer Satisfaction. The State/NJEDA reserves the right, in its sole discretion, to issue random Customer Satisfaction surveys to ensure optimal Customer Satisfaction and assistance to all business applicants responding to the program.
102.	46	8.1.1 State Contract Manager Responsibilities	Can you expand on the role of the Contract Manager in approving the final review and payment vouchers?	The State Contract Manager will approve each deliverable and invoice submitted to the State in relation to payment against the contract, prior to the issuance of that payment to the Contractor.

Part 3

**RFQ for Business Process Outsourcing
Superstorm Sandy Recovery
Small Business Grant Recovery Program
RFQ: 770065S**

Additions, Deletions, Clarifications and Modifications to the RFP

#	Page(s)	RFP Section Reference	Additions, Deletions, Clarifications and Modifications to the RFP
1.	6	1.3.2 Submission of Quotation	<p>Section 1.3.2 shall be replaced with the following:</p> <p><u>1.3.2 SUBMISSION OF QUOTATION</u></p> <p>Quotations are to be submitted to Gary Terwilliger at gary.terwilliger@treas.state.nj.us by Thursday, April 11, 2013 by 2:00 P.M. EDT.</p> <p>The State reserves the right to reject any and all quotations received in response to this RFQ, when determined to be in the State's best interest, and to waive minor noncompliance in a quotation. The State further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all firms submitting quotations in response to this RFQ. In the event that all quotations are rejected, the State reserves the right to re-solicit quotations.</p> <p>Any proprietary and/or confidential information in your quotations will be redacted by the State. A bidder may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the bidder has a good faith legal and or factual basis for such assertion. The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the bidder accordingly. The location in the proposal of any such designation should be clearly stated in a cover letter. <u>The State will not honor any attempt by a bidder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal.</u> In the event of any challenge to the bidder's assertion of confidentiality with which the State does not concur, the bidder shall be solely responsible for defending its designation.</p>
2.	11	3.1.1 Requirements	<p>The note at the end of section 3.1.1 shall be amended as follows:</p> <p>NOTE: The Contractor shall ensure that at least one (1) staff member be fluent in reading, writing and speaking English and Spanish and be on-site and available to assist Spanish-speaking applicants, during business operations (between the hours of 8:00 AM – 11:00 PM). This bi-lingual staff member may be in an administrative support position, claims processing or supervisory capacity but must be available to assist applicants via the call center and onsite at each location that interacts with the public. Services will be required in both Trenton and Fort Monmouth (2 per day when 2 shifts are invoked). Recipients who need</p>

			<p>assistance in Spanish can received help via:</p> <ul style="list-style-type: none"> -scheduled appointment in the 2 NJEDA offices; -direct telephone conversation/translation; and -scheduling the 2 home office Spanish-speaking representatives to travel to county-specific locations as needed to work directly with applicants.
3.	12	3.5 Contractor Project Management	<p>Section 3.5 shall be replaced with the following:</p> <p><u>3.5 CONTRACTOR PROJECT MANAGEMENT</u></p> <p>The Contractor shall provide a Claims Supervisor and Closing/Disbursement Supervisor to lead their respective functional units and provide all operational, financial and administrative oversight related to the day-to-day operations of the NJ Small Business Grant Program.</p> <p>The Claims Supervisor and Closing/Disbursement Supervisor shall each be the single point of contact “point person” responsible for managing the State’s account, ensuring deadlines are met, managing and following-up on the status of each project to ensure timely communication and completion. In addition to the dedicated Claims Supervisor and Closing/Disbursement Supervisor, the Contractor shall provide a staff employee for each position listed above who will serve as a “Back-Up” to the Claims Supervisor and Closing/Disbursement Supervisor.</p> <p>The Claims Supervisor shall have:</p> <ul style="list-style-type: none"> • Five (5) years’ experience in performing Claims Supervisor responsibilities relating to grant management; • Demonstrated success in managing similar projects of size, scope and budget; and • At least two (2) references from former clients for which the proposed Claims Supervisor has served in a similar capacity. <p>The Closing/Disbursement Supervisor shall have:</p> <ul style="list-style-type: none"> • Five (5) years’ experience in performing Closing/Disbursement activities relating to grant management; • Demonstrated success in managing similar projects of size, scope and budget; and • At least two (2) references from former clients for which the proposed Closing Supervisor has served in a similar capacity. <p>In addition, the Claims Supervisor and Closing/Disbursement Supervisor shall:</p> <ul style="list-style-type: none"> • Communicate parameters/requirements of the assistance program, in-person or via telephone; • Provides technical and administrative support; • Processes applications by applying standard and accepted financial and credit analysis techniques; • Determine eligibility based on program requirements; • Resolve routine application challenges / deficiencies, to include satisfying missing information; • Review, certify and coordinate approval to disburse funds in accordance with the regulatory requirements;

			<ul style="list-style-type: none">• Provide technical assistance to program participants on CDBG programs and policies, program regulations and reporting/documentation requirements; and• Provide follow up communication and ongoing customer service to applicants.
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Request for Quotation

For: Business Process Consulting Services Superstorm Sandy Recovery

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFQ Section 1.3.1 for more information.)	3/27/13	4:00 PM
Quotation Submission Date (Refer to RFQ Section 1.3.2 for more information.)	4/5/13	12:00 PM

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

RFQ Issued By

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

Using Agency/Agencies

New Jersey Economic Development Authority
36 West State Street
Trenton, New Jersey 08625

Date: March 22, 2013

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Quote (RFQ) is issued by the Procurement Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the New Jersey Economic Development Authority (NJEDA). The purpose of this RFQ is to solicit proposals from qualified Bidders with demonstrated experience in delivering turnkey business process outsourcing services to effectively and transparently administer a federal grant funding program.

The intent of this RFQ is to award a contract to that responsible Bidder whose proposal, conforming to this RFQ is most advantageous to the State, price and other factors considered. The State, however, reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

The State of NJ Standard Terms and Conditions, as well as the Community Development Block Grant (CDBG) Disaster Recovery regulations and the State's Action Plan, as approved by Department of Housing and Urban Development (HUD) shall apply to all contracts or purchase agreements made with the State of New Jersey. The CDBG Disaster Recovery regulations can be found at:

http://portal.hud.gov/hudportal/documents/huddoc?id=CDBG-FR_Sandy_Notice.PDF

These terms are in addition to the terms and conditions set forth in this RFQ and should be read in conjunction with them unless the RFQ specifically indicates otherwise.

1.2 BACKGROUND

The NJEDA is an independent State authority whose primary mission is to strengthen New Jersey's economy by retaining and growing businesses through financial assistance and by renewing communities.

On October 27, 2012 Governor Christie signed *Executive Order 104* ("EO 104") declaring a State of Emergency in New Jersey, related to the aftermath of Superstorm and Post-Tropical Cyclone Sandy, which caused massive property damage and loss of life. On October 30, 2012 President Obama declared New Jersey as a "major disaster area".

In the wake of Superstorm Sandy's destructive path, thousands of New Jersey businesses face daunting and unprecedented challenges to return to full operations and employment, as well as financial certainty. The storm had a particularly significant impact on New Jersey's shore communities, which are reliant on seasonal tourism, and New Jersey's economic recovery, will require a multitude of economic development efforts and tactics that will be advanced by the State of New Jersey utilizing federal resources under the Community Development Block Grant (CDBG) Program. These efforts will be administered through the New Jersey Economic Development Authority. As the State's primary agency tasked with growing the economy and supporting small business, the New Jersey Economic Development Authority is leading the State's post-Superstorm Sandy Community Economic Revitalization efforts.

Given the impact of Superstorm Sandy and its effects on the New Jersey economy, the NJEDA is working with Governor Christie's Administration to advance financial assistance efforts, in the form of grants to provide capital to small businesses impacted by the Superstorm, particularly in

those counties which were most heavily impacted. To fund this assistance, the State of New Jersey has developed an Action Plan to be reviewed and approved by the Department of Housing and Urban Development, which will include a request for \$300 million in CDBG-DR funding to specifically support this Superstorm Sandy Recovery Business Grant Program. Governor Christie has assigned the Department of Community Affairs (“DCA”) as the Lead Agency for the HUD funding and the New Jersey Economic Development Authority will serve as sub-grantee.

Grants to Small Business Estimated to Be \$300 Million:

With a focus on the most impacted communities throughout the State, New Jersey will offer aid through grants of up to \$50,000 to small businesses that suffered physical damage due to Superstorm Sandy. Funds may be used to reimburse costs related to physical damage, inventory loss and / or for working capital shortages. The grants will be based upon the remaining financial need of insured and uninsured damage (including costs not covered by deductibles), and / or working capital needs after subtraction of other benefits, such as those from insurance proceeds, the Small Business Administration (SBA), or other federal funds.

This assistance will provide impacted businesses with the capital they need to recover, resume and sustain their businesses, in the months and years following the Superstorm. Up to \$270 million of the funds for this grant will be allocated to businesses located in one of sixty-one (61) municipalities experiencing the highest impact from the storm (i.e. “red zones”), one of fifty-three (53) municipalities experiencing very significant impact from the storm (i.e. “orange zones”) or other priority areas. Up to \$30 million of the funds for this grant will be allocated to businesses throughout the remainder of the State. All business types may be eligible to receive this grant benefit, with the exception of uses customarily prohibited by SBA and those with more than \$5 million in annual revenues. Businesses will be required to apply to the Small Business Administration for one or both of their applicable disaster-related loan products until the respective SBA application deadlines pass. Not-for-profits are also eligible for this assistance.

Based on the fact that a majority of the shore communities need to be operational and ready to welcome visitors by Memorial Day, if not then by July Fourth, a program to administer and manage the grant program must be designed and fully operational within 30 days after the initial organizational meeting to ensure that financial assistance through this grant program is sufficiently effective so that many of our shore businesses are operational and ready to welcome visitors to their communities for the Summer 2013 season.

NOTE: This RFQ and any resulting contract is contingent upon HUD approval of the State’s Action Plan. No funds will be spent, nor a contract executed until and unless the State of New Jersey, through the New Jersey Department of Community Affairs, receives approval of the State’s Action Plan. Furthermore, any State or federal suspension, debarment, or disqualification action against a Contractor or any member of the contractor’s team will render them ineligible to participate in this program.

1.2.1 BUDGETARY ESTIMATE

Award of the contract resulting from this RFQ solicitation will be based on a total budget of up to three hundred million (\$300,000,000) dollars in the initial two (2) year term, which includes the Contractor’s fees. This contract award allows for two (2) one year extensions, subject to availability of funding. Should additional funding become available to the State for this campaign, these additional monies may be used in addition to the funds indicated above, in the State’s sole discretion.

The State does not guarantee these spending levels and reserves the right to increase and/or decrease the budget allotment at any and all times, throughout the term of the contract and any

extensions thereto, with all pricing, terms, conditions and specifications of the original contract and accepted proposal remaining in effect.

1.3 KEY EVENTS

1.3.1 QUESTION AND ANSWER PERIOD

Questions concerning this RFQ, may be submitted, in writing via e-mail, to Gary Terwilliger, Procurement Specialist, at gary.terwilliger@treas.state.nj.us and **must be received at or before 4:00 PM** (Eastern Standard Time), **on Friday, March 27, 2013**. Phone calls / faxes shall not be accepted.

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 the vendor'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 communications restrictions will result in rejection of a firm's quotation.

1.3.2 SUBMISSION OF QUOTATION

Quotations are to be submitted by **Thursday, April 5, 2013 by 12:00 P.M. EST**.

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

1.4 ADDITIONAL INFORMATION

1.4.1 BIDDER RESPONSIBILITY

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

1.4.2 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a Bidder in the preparation and submittal of a quotation in response to this RFQ.

1.4.3 CONTENTS OF QUOTATION

Subsequent to the quotation submission opening, all information submitted by Bidders in response to a bid solicitation is considered public information, notwithstanding any disclaimers to the contrary submitted by a Bidder, except as may be exempted from public disclosure by OPRA and the common law. Because the State proposes to negotiate and/or pursue a Best and Final Offer (BAFO), quotations will not be made public until after an intent to award letter is issued.

Any proprietary and/or confidential information in your quotation will be redacted by the State. A Bidder may designate specific information as not subject to disclosure pursuant to the exceptions

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

1.4.4 JOINT VENTURE

If a joint venture is submitting a quotation, the agreement between the parties relating to such joint venture should be submitted with the joint venture's quotation. Authorized signatories from each party comprising the joint venture must sign the quotation. 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 4.4.2.1 of this RFQ.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

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

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

Contract – This RFQ, any addendum to this RFQ, and the Bidder's quotation submitted in response to this RFQ, as accepted by the State.

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

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

Division – The Division of Purchase and Property.

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

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.

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

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

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

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

Should – Denotes that which is recommended, not mandatory.

Small business – Pursuant to N.J.A.C. 17:13-1.2, "small business" means a business that meets the requirements and definitions of "small business" and has applied for and been approved by the New Jersey Division of Revenue, Small Business Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one of the three following categories: (A) 0 to \$500,000 (Category I); (B) \$500,001 to \$5,000,000 (Category II); and (C) \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III).

State – State of New Jersey.

State Contract Manager – The individual responsible for the approval of all deliverables within NJEDA, i.e., tasks, sub-tasks or other work elements in the Scope of Work, as set forth in Sections 8.1, 8.1.1 and 8.1.2.

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

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

Task – A discrete unit of work to be performed.

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

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

2.2 CONTRACT-SPECIFIC DEFINITIONS

CDBG – Community Development Block Grant which is a program run by the U.S. Department of Housing & Urban Development that provides communities with resources to address a wide range of unique development needs.

DRGR – Disaster Recovery Grant Reporting.

NJEDA – The New Jersey Economic Development Authority(NJEDA)is an independent State authority whose primary mission is to strengthen New Jersey’s economy by retaining and growing businesses through financial assistance and by renewing communities.

3.0 SCOPE OF WORK

3.1 OVERVIEW

The NJEDA is seeking a well-qualified business process Contractor with demonstrated experience in the design, implementation and support of federal grant funding programs. The products and services provided will be used to manage the New Jersey Superstorm Sandy Business Recovery Grant Program.

3.1.1 REQUIREMENTS

It is estimated that between ten (10) to twenty (20) thousand (10,000 to 20,000) applications for Superstorm Sandy Business Recovery Grant Funding may be received from New Jersey businesses in response to this program. Approximately five thousand (5,000) applications are expected to be submitted within the first sixty (60) days of the program, beginning April 1, 2013. Although difficult to determine at this time, it is expected that over the subsequent four (4) to six (6) month period (i.e. August through October), an estimated fifteen thousand (15,000) additional applications will be received.

The Contractor shall:

- Design, staff and implement a fully operational Superstorm Sandy Recovery Business Grant Program Processing Operation, to include all aspects of operations (i.e. technology tools, staffing at all levels, disbursement of funds, etc.);
- Provide the capacity and capability to design and fully implement the requisite infrastructure and staffing required to effectively support the Superstorm Sandy Business Recovery Grant Program and begin accepting and processing applications no later than thirty (30) calendar days from the Initial Organizational Meeting (see section 3.7);
- Update and maintain the proposed plan and approach at quotation submission to manually process grant applications during project initiation;
- Monitor and evaluate the progress and effectiveness of the grant program application process to ensure maximum efficiencies and customer satisfaction;
- Provide and submit to the State all reports and documents as may be necessary to support the provisions of the State's HUD Action Plan in accordance with all relevant requirements, including but not limited to those imposed by HUD and the State;
- 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;
- Maintain all records related to products, transactions or services under this Contract for a period of five (5) years from the date of final payment in accordance with N.J.S.A. 17:44.-2.2. Such records shall be made available to the New Jersey Office of the State Comptroller for audit and review;
- Be responsible for providing protective storage of daily or disaster-related documents and reports during the disaster event and such reports shall be available to the State Contract Manager upon request at no additional cost to the State;
- Make all records, documents and communications available to the State's independent auditing firm pursuant to federal Office of Management and Budget (OMB) guidelines promulgated by Circular A-133, which requires that on an annual basis (at year end) the State's independent auditor will audit the State's HUD federal expenditures and submit a compliance report and an internal control report to the US Inspector General's office. During the course of such audit, the State's independent auditing firm will require access to all records, documents and files for testing purposes, and will question all staff (direct and outsourced) who are involved in the administration of the program;

- Be responsible for ensuring that all relevant data is compatible with the Disaster Recovery Grant Reporting (DRGR) System;
- Provide Claims Representatives and Closing and Disbursement Processors to assist affected businesses in applying for, and receiving financial assistance recovery grants. Among the primary functions of each position shall include:
 - Communicate the assistance program in person or via telephone;
 - Provide technical and administrative support;
 - Process applications by applying standard and accepted financial and credit analysis techniques, as well as ensuring eligibility based on Federal CDBG program requirements;
 - Resolve routine application dilemmas such as missing information;
 - Review, certify, and disburse funds in accordance with the legislative requirements; and
 - Provide technical assistance to program participants on CDBG programs and policies, program regulations and reporting/documentation requirements.
- Provide Technology Tools including:
 - All computers, fax machines, etc.;
 - Computer system software solutions needed to administer the Business Process Outsourcing Services to support the grant program operations;
 - Security and encryption technologies to protect sensitive data being collected and stored (i.e. social security numbers, financial information, etc.); and
 - Web enabled access to the application process tied to the State's existing website.
- Create workflows and approval processes(to include both the Contractor review and recommendation for approval, with final review and approval to be given by the State Contract Manager):
 - Work procedures for each aspect of the grant application process to address:
 - electronic grant application processing (i.e. interactive web-based interactive application) format; and
 - manual grant application processing (i.e., paper applications).
- Build a scalable team of skilled, experienced professionals, which at a minimum will administer and manage the program to include:
 - Applicant intake;
 - Claims processing;
 - Eligibility determination;
 - Approval processing;
 - Closing;
 - Disbursement;
 - Program reporting;
 - Post-Closing Compliance and follow-up;
 - Records management and electronic archiving; and
 - Customer service.
- Be responsible for closing and disbursement of grant funds; and
- Be responsible for post-closing compliance and follow-up.

NOTE: The Contractor shall ensure that at least one (1) staff member be fluent in reading, writing and speaking English and Spanish and be on-site and available to assist Spanish-speaking applicants, during business operations (between the hours of 8:00 AM – 11:00 PM). This bi-lingual staff member may be in an administrative support position, claims processing or supervisory capacity but must be available to assist applicants, should the need arise.

3.2 STATE PROVIDED FACILITIES

The State will provide immediate office accommodations (i.e. office cubicle space and offices) to accommodate up to a total of twenty-two (22) Contractor Call Center, Closing and Disbursement Processors and supervisory staff, at its Trenton office located at:

**New Jersey Economic Development Authority
36 West State Street
Trenton, NJ 08625**

Additional office space will be provided at one of the State's affiliated facilities, located in Tinton Falls, Monmouth County to house an estimated fifteen (15) Contractor Claims Representatives. It is the State's intent to have Claims Representatives on-site in Monmouth County to provide one-on-one assistance to those business owners who may prefer an in-person application process, rather than an interactive web-application process. Since Ocean and Monmouth Counties were significantly impacted by the storm, this Monmouth County presence will be an important outreach component of the initiative.

Each State provided facility will be equipped with electricity, telephone, Internet connectivity and furniture. The Contractor shall be required to provide the necessary business equipment such as fax machines and computer equipment, in support of the Superstorm Sandy Recovery business operations. Services such as telephone and Internet connectivity provided to the Contractor by the State shall be used solely for the work resulting from this contract. Any misuse of such supplied equipment (i.e. personal telephone use) will be charged back to the Contractor.

Both the Trenton and Monmouth County locations offer employee parking lots, accessed by a State-issued parking pass to be used by the Contractor Claims Representative solely for the purposes of performance of the work under the resulting contract and not for personal use.

3.4 DATA

The Contractor shall:

- Provide access to program data in a format that is compatible with the NJEDA's systems and databases. The Contractor shall ensure all data will be eligible to feed other data systems by at least one (1) of the following:
 - Web Service;
 - CSV (.csv); or
 - Excel file (.xls).
- All data shall be in a format that integrates with the Federal DRGR grant reporting and funding request system; and
- Provide on-site and secure remote access to all data, systems and programs relative to the award of this contract.

Please reference section 5.9 for data confidentiality and security requirements.

3.5 CONTRACTOR PROJECT MANAGEMENT

The Contractor shall provide a Claims Supervisor and Closing/Disbursement Supervisor to lead their respective functional units and provide all operational, financial and administrative oversight related to the day-to-day operations of the NJ Small Business Grant Program.

The Claims Supervisor and Closing/Disbursement Supervisor shall each be the single point of contact "point person" responsible for managing the State's account, ensuring deadlines are met, managing and following-up on the status of each project to ensure timely communication and

completion. In addition to the dedicated Claims Supervisor and Closing/Disbursement Supervisor, the Contractor shall provide a staff employee for each position listed above who will serve as a "Back-Up" to the Claims Supervisor and Closing/Disbursement Supervisor.

The Claims Supervisor shall have:

- Five (5) years experience in performing Claims Supervisor responsibilities relating to grant management;
- Demonstrated success in managing similar projects of size, scope and budget; and
- At least two (2) references from former clients for which the proposed Claims Supervisor has served in a similar capacity.

The Closing/Disbursement Supervisor shall have:

- Five (5) years experience in performing Closing/Disbursement activities relating to grant management;
- Demonstrated success in managing similar projects of size, scope and budget; and
- At least two (2) references from former clients for which the proposed Closing Supervisor has served in a similar capacity.

3.6 COMMUNICATIONS - REPORTING / TEAM TELECONFERENCE MEETINGS

On a monthly basis, no later than the fifth (5th) business day of the following month, the Contractor shall submit to the State Contract Manager a written report summarizing the funds expended during the previous month, as well as a year-to-date total. The report must be in an Excel format provided by the Contractor to the NJEDA.

The Contractor shall also submit reports and data as may be required under the State Action Plan and CDBG regulations.

3.7 INITIAL ORGANIZATIONAL MEETING

The Contractor shall attend an Initial Organizational Meeting with the State's designated staff, as well as other State employees, as may be deemed appropriate, to launch the Business Process Outsourcing Services for the Superstorm Sandy Recovery Grant to Businesses Program. The Initial Organizational Meeting must be held within two business (2) days of executing the Contract for professional services and will encompass one (1) full business day (i.e. 8:00 AM to 5:00 PM), the purpose of which is to allow the Contractor (and any staff assigned to perform work against the resulting contract) the opportunity to meet with the State's designated staff members and other members of the State, as may be deemed appropriate, to gain a more clear understanding of performance expectations and to review the State's requisite timeline and deadline for successful implementation and launch of the Superstorm Sandy Business Recovery Grant Program. The State Contract Manager will guide the meeting and address any issues and provide information regarding the Grant Program that may not have been available or contemplated at the time this RFQ/P was issued.

This meeting will be held at the State's offices located at 36 West State Street, in Trenton. The State, in its sole discretion, may permit certain, limited staff members of the Contractor to participate via teleconference, should travel to the State's offices be prohibitive.

The State will make every effort to schedule the meeting at a mutually convenient time; however, the State will make the sole determination regarding the date and time to ensure maximum participation by the State's staff.

In the event the Contractor intends to use subcontracted services in the performance of work against the resulting contract then the subcontractor(s) shall be required to attend this meeting as well.

3.8 ATTENDANCE AT MEETINGS

The Contractor and various members of its key staff assigned to perform work against the resulting contract shall attend, and participate in, a number of meetings with NJEDA staff throughout the term of the contract. These meetings will be conducted in New Jersey and are expected to take place at the NJEDA's offices located at 36 West State Street, in Trenton, New Jersey. The NJEDA reserves the right to hold meetings at other locations within the State or via teleconference, as most appropriately determined by the NJEDA. It is expected that these meetings will be held during normal business hours, as defined in Section 3.10 Availability of Services.

The Contractor shall attend meetings on a weekly basis, or as required by the NJEDA. Attendees shall include:

- Contractor's designated Project Manager; and
- Any staff involved in the specific projects to be discussed.

Weekly meetings are estimated to be one (1) hour in duration and will be structured to address project timelines, challenges, issues, new developments and resolutions to existing issues. Due to the critical need to effectively and transparently disseminate grant money, any action items identified and agreed by both parties shall be addressed and implemented within three (3) business days, or as mutually agreed upon between the State and the Contractor. The NJEDA, in its sole discretion, shall determine the importance of all action items and the need to implement action items within this three (3) business day period.

The Contractor's participation at these meetings may require oral, written or audiovisual (i.e. MS Power Point) presentations. No additional cost will be incurred by the State for attendance at, participation in, or preparations for these meetings.

3.9 AVAILABILITY OF SERVICES

The Contractor shall staff and support the Superstorm Sandy Business Recovery Grant Program operation from 8:00AM – 11:00PM Monday through Saturday, exclusive of State holidays. The Contractor shall provide adequate staffing for two (2) full shifts, six (6) days per week.

At the State's discretion, work may be required on Sundays to meet the needs of the business applicant. The Contractor shall be required to stagger the staffing to accommodate Sunday work, as required since no additional compensation will be provided for work performed on Sundays. Work outside of normal business hours may be necessary during the initial start-up phase to accomplish the schedule and ensure the grant program is fully staffed and operational within thirty (30) calendar days of the Initial Organizational Meeting (see section 3.7).

Following initial start-up, it is expected that all other services shall be provided Monday through Saturday between the hours of 8:00 AM – 11:00 PM.

3.10 EXPENSES AND REIMBURSEMENTS

3.10.1 TRAVEL EXPENSES 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 to include disaster specific amendments in accordance with the Federal Travel Regulations. Reimbursable expenses shall be limited to the following:

- Coach class air fare purchased at the lowest reasonably available rate and baggage fees, to include Consultant Deployment and Demobilization Travel;
- Meals limited to the maximum current GSA per diem rate (receipts not required but will be supplied if FEMA or other funding agencies require same);
- Lodging limited to the maximum current GSA per diem rate to include GSA- or FEMA approved lodging waivers;
- Rotation airfare for Consultant employees or approved Sub-consultants 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 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 Contract Manager;
- Mileage for Consultant privately owned vehicles at the current New Jersey rate of 31 cents per mile; and
- Car rental, only as approved by State Contract Manager, at rates equal to or lower than the State's rental car contract, M0064, located at:

http://www.state.nj.us/treasury/purchase/noa/contracts/m0064_12-r-22550.shtml

Travel expense and reimbursements will only be made up to the not to exceed limit submitted with the cost proposal. All other travel and reimbursements will be at the Contractor's expense.

3.10.2 OTHER DIRECT COSTS

Other Direct Costs (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, 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 ODCs, if required, must be approved in advance of purchase by the SPM and the DCA Finance Manager.

Prior to the purchasing or leasing any ODCs, the Contractor shall provide a list of ODCs 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.

3.11 PERFORMANCE METRICS

The contractor shall provide the application processing services to meet the following performance metrics.

Call Center

- Answer all incoming calls within four (4) rings. If unable to meet this requirement, callers will be able to leave a voice mail message. A message will indicate that the Applicant may expect a return phone call within three (3) hours; or by 10:00 AM next business day, if calling after 3:00 PM;
- Voice Mail: Check voice mail every hour; and
- Voice Mail: Calls/Messages received, will receive a return call within three (3) hours of the time the call was received. Calls received after 3:00 PM will be returned no later than 10:00 AM on the next business day.

Claims Processing

- Ability to schedule appointments to assist with requests for in-person assistance with application completion. Applicant to meet with Contractor's representative within thirty (30) minutes of the Applicant's arrival on site; and
- If a business does not qualify for a grant, Contractor's staff will refer to NJEDA staff to determine if an EDA product is available to them.

Closing Disbursements

- The Contractor's performance in servicing the contract will be subject to audit by various entities internal and external to the State. An audit performed by one of these entities shall yield no more than one half of one percent (.5%) error rate in operational and administrative processing and handling of applications, including document retention; and
- Regarding financial controls, a zero-tolerance error rate is required.

Other

- Applicant complaints will be not exceed one (1%) percent of the total applications received each week from businesses regarding Contractor customer service levels and/or incorrect information provided;

The Contractor shall provide a reporting mechanism to measure each of the above performance metrics. This report shall be presented to the State Contract Manager for approval. After acceptance, the report will be used by the State to determine the performance of the Contractor. The Contractor must meet the stated performance metrics 99% of the time to be considered satisfactory.

4.0 QUOTATION PREPARATION AND SUBMISSION

4.1 GENERAL

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

EXCEPTIONS AND ADDITIONAL AGREEMENT DOCUMENTS

In accordance with Section 1.0 of the State's Standard Terms and Conditions, a Bidder intending to propose exceptions to RFQ provisions or the State's Standard Terms and Conditions (hereinafter "RFQ/SSTC") must submit such exceptions and suggested remedies during the RFQ-defined Question and Answer Period (See RFQ Section 1.3.1). Modifications to the RFQ/SSTC that may result from such posed exceptions will be set forth by addenda prior to the proposal opening for the benefit of all potential Bidders. The Division's response to such posed exceptions will not be further considered after proposal opening.

Any exception submitted with a proposal shall be considered null and void unless such exception is deemed by the Division to be fully congruent with the RFQ/SSTC and to be of no material benefit to the Bidder.

A proposal offering additional agreement documentation which the Bidder considers necessary to the performance of the contract is subject to the following limitations:

- The State will not accept any agreement document's provision, term or condition that conflicts with any provision, term or condition of the RFQ/SSTC or is otherwise deemed unacceptable by the State; and
- The State will consider null and void any agreement document's provision, term or condition that, although not in conflict with the RFQ/SSTC, is regarded by the Division to be of material benefit to the Bidder. In submitting additional agreement documentation, the Bidder should identify each provision, term and condition in the agreement document(s) that conflicts with, or is in addition to, the RFQ/SSTC.

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

4.1.1 SUBMISSION INSTRUCTION

4.2 QUOTATION CONTENT

The quotation should be submitted in two volumes with the content of each volume as indicated below.

Volume 1

Section 1 - Forms (Sections 4.2.1)

Section 2 - Technical Quotation (Section 4.2.3)

Section 3 - Organizational Support and Experience (Section 4.2.4)

Volume 2

Section 4 – Price Schedule (Section 4.2.5)

4.2.1 FORMS, REGISTRATIONS AND CERTIFICATIONS

4.2.1.1 MACBRIDE PRINCIPLES CERTIFICATION

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

4.2.1.2 NON-COLLUSION

By submitting a quotation, the Bidder certifies as follows:

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

4.2.1.3 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION

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

http://www.state.nj.us/treasury/purchase/ethics_guide.shtml

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

4.2.1.4 OWNERSHIP DISCLOSURE FORM

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

4.2.1.4.1 CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN IRAN

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

4.2.1.5 DISCLOSURE OF INVESTIGATIONS AND ACTIONS INVOLVING BIDDER

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

4.2.1.6 SUBCONTRACTOR UTILIZATION PLAN

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

4.2.1.6.1 SMALL BUSINESS SUBCONTRACTING SET-ASIDE CONTRACTS

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

1. Attempt to locate eligible small businesses in Categories I, II, and III appropriate to the RFQ;
2. Request a listing of small businesses by Category from the New Jersey Division of Revenue, Small Business Enterprise Unit; https://www6.state.nj.us/CEG_SAVI/jsps/vendorSearch.jsp
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 RFQ; and,
7. Maintain adequate records documenting efforts to achieve the set-aside subcontracting goals.

Quotations 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 quotation or within seven (7) business days upon request.

NOTE A BIDDER'S FAILURE TO SATISFY THE SMALL BUSINESS SUBCONTRACTING TARGETS OR PROVIDE SUFFICIENT DOCUMENTATION OF ITS GOOD FAITH EFFORTS TO MEET THE TARGETS WITH THE QUOTATION OR WITHIN SEVEN (7) DAYS UPON REQUEST SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.

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

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

4.2.1.7 BUSINESS REGISTRATION

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

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

A Bidder otherwise identified by the Division as a responsive and responsible Bidder, inclusive of any named subcontractors, but that was not business registered at the time of submission of its quotation must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Division. A Bidder who fails to comply with this requirement by the deadline specified by the Division will be deemed ineligible for contract award. Under any circumstance, the Division will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration.

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

4.2.1.8 SERVICES SOURCE DISCLOSURE CERTIFICATION FORM

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

4.2.2 PRICING

The Bidder must submit its pricing on the State supplied Price Sheet/Schedule and supply any additional pricing information as directed in RFQ Section 4.2.5.

4.2.3 TECHNICAL QUOTATION

In this section, the Bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work section, i.e., Section 3.0. The Bidder must set forth its understanding of the requirements of this RFQ and its ability to successfully complete the contract. This section of the quotation shall minimally contain the information identified below:

4.2.3.1 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 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 convince the State that the Bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the Bidder's quotation will lead to successful contract completion.

4.2.3.2 CONTRACT MANAGEMENT

The Bidder shall describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan should include the Bidder's approach to communicate with the State Contract Manager including, but not limited to, status meetings, status reports, etc.

4.2.3.3 CONTRACT SCHEDULE

The Bidder shall include a contract schedule that sets forth how it intends to implement the proposed plan in accordance with Section 3.11: Requirements. If key dates are a part of this RFQ, the Bidder's schedule shall incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule shall also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

The Bidder shall identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, PERT or other charts is at the option of the Bidder.

4.2.3.4 MOBILIZATION AND IMPLEMENTATION PLAN

It is essential that the State move forward quickly to have the contract in place. Therefore, the Bidder must include as part of its quotation a mobilization and implementation plan, beginning with the date of notification of award.

Recognizing the aggressive schedule to be imposed, and since the grant program shall begin accepting applications from affected businesses as of April 1, 2013, the Bidder shall also submit a

fully detailed plan to accept and manually process grant applications no later than thirty (30) calendar days after the Initial Organizational Meeting (see section 3.7) and remain in place until such time as the fully developed “automated” system (to include reporting, web-enabled interactive application process, etc.) comes on-line and is operational. Quotations that fail to offer a fully automated grant application process as well as a manual application process for startup and business continuity will be deemed non-responsive and will not be evaluated.

4.2.3.4.1 QUALITY CONTROL/PROCESS FLOW INFRASTRUCTURE:

The Bidder should provide evidence of its process controls (i.e. work procedures, checklists, reports, etc.) presently in place, to ensure adherence to timelines and achievement of deadlines. Both processes should also address the systems in place regarding errors, corrective action and communication with the client (i.e. the NJEDA) regarding same.

IMPORTANT:

Bidders should note that the requisite quality infrastructure / system in place, need not be complex nor complicated; however, it should provide “checks and balances” to ensure accurate, timely work performance by the Contractor’s staff.

4.2.3.5 POTENTIAL PROBLEMS

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

4.2.4 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 and telephone numbers, evidencing the Bidder's qualifications, and capabilities to perform the services required by this RFQ. This section of the quotation must minimally contain the information identified below.

The Bidder shall:

- Demonstrate at least five (5) years experience in the following during the period of 2007-2012:
 - Development and execution of comprehensive, turnkey business process outsourcing services to include staffing, infrastructure and implementation of federal grant programs;
 - Provision of a full range of business process services, support and communications relating to federal grant programs; and
 - Experience in providing similar Business Process Outsourcing Services to clients involved in grant processing, economic development or disaster recovery financial support operations is preferred, although not required.
- Identify all requirements of the operation to support the day-to-day grant program application and audit process, in detail to include:
 - Technology Tools:
 - Equipment;
 - Software;
 - Hosting; and
 - Maintenance.
 - Staffing requirements:

- Recommended titles of positions needed (i.e. staffing);
- Number of staff for each title / position needed; and
- Level of experience, education and any licensing as may be required to effectively perform the requisite services / functions of the title / position.

4.2.4.1 LOCATION

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

4.2.4.2 ORGANIZATION CHARTS

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

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

4.2.4.3 RESUMES

The Bidder shall provide a detailed resume or bio for each individual, as well as for each individual identified as the respective "back-up" for a staff member identified in the Bidder's "Staffing Chart", who will or who it is expected will, perform the Work against the resulting contract.

The resumes must clearly demonstrate experience and qualifications relative to the work to be performed. Due to the critical nature of the Work to be performed; quotations which fail to include a resume for each individual (i.e. primary staff member, as well as corresponding "back-up" staff), will be evaluated as though a qualified staff member and / or "back-up" has not been identified and is not available to perform the requisite services.

At a minimum, the resume or bio should include such information as:

- Demonstrated experience specific to providing the types of services required in this RFQ;
- Employment history;
- Education;
- Degrees / professional certifications and / or licenses and;
- Any additional information that would allow the to assess the individual's abilities to perform against the contract.

The State requires that the resumes submitted for the Claims Supervisor and Closing/Disbursement Supervisor, as well as their respective "Back-Ups", clearly demonstrate, in accordance with section 3.5, the requisite experience and capabilities of these individuals to effectively assume such integral roles and successfully manage and direct the State's Superstorm Sandy Business Recovery Grant Program.

The Bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform. When a Bidder submits resumes

pursuant to this paragraph, the Bidder shall redact the social security numbers, home addresses, personal telephone numbers and any other personally identifying information other than the individual's name from the resume.

4.2.4.4 BACKUP STAFF

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

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

The proposed backup staff must be as technically proficient and experienced as the primary staff member being replaced.

4.2.4.5 PERFORMANCE OF THE BIDDER 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 should be placed on contracts that are similar in size and scope to the work required by this RFQ. A description of all such contracts should be included and should 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 should provide two names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.

The Bidder should provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the Bidder's proposal. The Bidder must provide a detailed description of services to be provided by each subcontractor.

A description of such contracts must be included and should show how such contracts relate to the ability of the Bidder to complete the services required by this RFQ.

For each such previous performance referenced, the Bidder shall provide the name, title, telephone number and e-mail address of a contact person who can provide a reference, regarding the Bidder's performance (i.e. quality, ability to achieve deadlines, ability to quickly respond to changes, service levels, etc.) on the client-specific projects.

Due to the significance of successfully providing these services to an organization, the references provided (i.e. contact person information) should be senior executive decisions makers (i.e. CEO, Sr. Vice President, etc.) who can address the Bidder's abilities, manner of interacting with him/her, as well as other members of the organization, success in providing these services and overall effectiveness / impact on the company.

A minimum of three (3) references should be provided. These references will allow the State to address specific questions or issues with the reference source, regarding the Bidder's performance, quality and responsiveness, as it relates to the specific requirements of this RFQ. Failure to provide this information in the proposal may result in the proposal being deemed non-responsive.

4.2.4.6 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 quotation, the State may still require the Bidder to submit it. If the Bidder fails to comply with the request within three (3) business days, the State may deem the quotation 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 in a separate, sealed package clearly marked "Confidential-Financial Information" along with the quotation.

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

4.2.5 PRICE SCHEDULE/SHEET

Bidders shall provide a fully completed and signed "Price Schedule"(attached to this RFQ).

Hourly rates must be the same or better than its GSA pricing.

All Bidders must submit a compendium of labor titles/positions to be used in performing the requirements as outlined in this RFQ.

Failure to submit all information required may result in the quotation being considered non-responsive. Each Bidder is required to hold its prices firm through issuance of contract.

Bidders shall provide a price sheet which must include the following information:

- Hourly Rates- Each position/title for those individuals proposed to perform the work against the resulting contract. This hourly rate will be used to calculate the costs for each individual project as well as additional services required by the State.

These hourly rates represent various individuals capable of providing the requisite services. While a Bidder may subcontract any number of these positions if it does not have in-house staff to perform the respective job function, the Bidder must include the hourly rate for any subcontracted services/positions on the price sheet as though the position(s) were part of its in-house overhead.

The Bidder must indicate whether each position will be satisfied by in-house or subcontracted staff, by placing an "X" in the appropriate column next to each title.

- Maximum Not-To-Exceed Annual Fee –This fee represents the maximum amount the Bidder will be reimbursed to cover its overhead (i.e. costs to staff, administer, disburse

funds, reconcile disbursements and manage/archive documents, etc.) as well as its profit relative to the program. This fee is NOT a flat fee to be paid, but rather against which the Bidder will submit its weekly invoices detailing staff members, corresponding hourly rates, etc. for work completed and will be used in computing the total proposal cost.

- Superstorm Sandy Business Recovery Proposed Budget -Should additional funding become available to the State to promote the Superstorm Sandy Business Recovery Grant Program, these additional funds may be used in addition to the funds indicated, however, for purposes of this RFQ "Proposed Budget" submission, and to ensure that all proposals are evaluated equitably, the Bidder shall submit its proposed budget assuming a total budget of three hundred million (\$300,000,000) dollars. The \$300 million budget will reflect the Bidder's overhead (to include salaries to be paid to staff) and profit to administer and operate the turnkey Business Process Outsourcing Services, as well as the grant funds to be disbursed to businesses. These two (2) components must total to (but not exceed) \$300 million.

~ **NOTE: HOURLY RATES** ~

Bidder must indicate hourly rates for EACH position which is expected to perform work against the resulting contract; not a blended rate.

- Equipment Use Charges- The Bidder must provide its monthly usage charges for the Technology Tools required in Section 3.1.1 Requirements. This fee is for the use of equipment, software, hosting and maintenance services required by this RFQ.
- Travel Expenses and Reimbursements – The Bidder must provide a not-to-exceed travel expense and reimbursement price based on the requirements and guidelines in section 3.10 Travel Expenses and Reimbursements.

4.2.5.1 DELIVERY COSTS

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

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

4.2.5.2 C.O.D. TERMS

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

4.2.6 COOPERATIVE PURCHASING

Not applicable to this RFQ.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

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

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

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

In the event of a conflict between the provisions of this RFQ, including any addendum to this RFQ, and the Bidder's quotation, the RFQ and/or the addendum shall govern.

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **two (2) years**. The anticipated "Contract Effective Date" is provided on the signatory page accompanying this RFQ. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the Bidder agrees to accept a contract for the full term of the contract.

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

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the Contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than **270** days beyond the expiration date of the contract.

5.4 CONTRACT AMENDMENT

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

5.5 CONTRACTOR RESPONSIBILITIES

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

The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or

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

5.6 SUBSTITUTION OF STAFF

The Contractor shall forward a request to substitute staff to the State Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the Contractor has received written approval to proceed from the State Contract Manager.

If it becomes necessary for the Contractor to substitute any management, supervisory or key personnel, the Contractor shall identify the substitute personnel and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitute(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

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

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

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

The Contractor must provide detailed resumes of its proposed replacement staff or of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the Contractor in its proposal.

In the event the previous subcontractor to be replaced is a Small Business Enterprise (SBE), Minority-owned Business Enterprise (MBE), Woman-owned Business Enterprise (WBE) or Veteran-owned Business Enterprise (VOB) as registered / certified by the New Jersey Department of Treasury, Division of Revenue – Small Business Registration and M/WBE Certification Services; the Contractor must make every effort to replace the firm, in kind. Should the Contractor be unable to make such replacement with a SBE, MBE, WBE or VOB firm; it must evidence that a good faith effort has been made to secure the services / goods of another SBE, MBE, WBE or VOB firm.

5.8 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings,

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

Should the Bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the quotation. Otherwise, the language in the first paragraph of this section prevails. If the Bidder identifies such intellectual property ("Background IP") in its quotation, 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.

5.9 SECURITY AND CONFIDENTIALITY

5.9.1 DATA CONFIDENTIALITY

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

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

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 may be required to view yearly security awareness and confidentiality training modules provided by the State. Where required, 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.

The State reserves the right to obtain, or require the Contractor to obtain, criminal history background checks from the New Jersey State Police for all Contractor and project staff (to protect the State of New Jersey from losses resulting from contractor employee theft, fraud or dishonesty). If the State exercises this right, the results of the background check(s) must be made available to the State for consideration before the employee is assigned to work on the State's project. Prospective employees with positive criminal backgrounds for cyber-crimes will not be approved to work on State Projects. 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.

5.9.2 SECURITY STANDARDS

Network Security: The Contractor shall maintain the Contractor's network security to include, but not be limited to: network firewall provisioning, intrusion detection and prevention, vulnerability assessments and regular independent third party penetration testing. The Contractor shall maintain network security that conforms to one of the following:

- Current standards set forth and maintained by the National Institute of Standards and Technology (NIST), including those at: <http://web.nvd.nist.gov/view/ncp/repository>
or
- Industry standards such as ISO 27002, PCI Data Security Standard and ISF Standard of Good Practice, align with security best practices from SANS and CISecurity.
- The Contractor, at a minimum, shall run network vulnerability assessment scans. Vulnerabilities shall be remediated prior to network implementation.
- All systems shall be subject to vulnerability assessment scans on a regular basis.

Data Security: For any connectivity services proposed, the Contractor at a minimum shall protect and maintain the security of data traveling its network in accordance with generally accepted industry practices.

- Any Personally Identifiable Information must be protected. All data must be classified in accordance with the State's Asset Classification and Control policy, 08-04-NJOIT (www.nj.gov/it/ps). Additionally, data must be disposed of in accordance with the State's Information Disposal and Media Sanitation policy, 09-10-NJOIT (www.nj.gov/it/ps).
- Data usage, storage, and protection is subject to all applicable federal and state statutory and regulatory requirements, as amended from time to time, including, without limitation, those for Health Insurance Portability and Accountability Act of 1996 (HIPAA), Personally Identifiable Information (PII), Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075), New Jersey State tax confidentiality statute, N.J.S.A. 54:50-8, New Jersey Identity Theft Prevention Act, N.J.S.A. 56:11-44 et. seq., the federal Drivers' Privacy Protection Act of 1994, Pub.L.103-322, and the confidentiality requirements of N.J.S.A. 39:2-3.4. Contractor shall also conform to Payment Card Industry (PCI) Data Security Standard.

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

Data Breach: Unauthorized Release Notification: The Contractor shall comply with all applicable State and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), the Contractor shall assume responsibility for informing the State Contract Manager and all such individuals in accordance with applicable law and to

indemnify, hold harmless and defend the State of New Jersey, its officials, and employees from and against any claims, damages, or other harm related to such Notification Event.

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

5.9.3 FEDERAL TAX INFORMATION SECURITY

The Contractor must comply with the tax information guidelines for federal, State, and local agencies found in IRS Publication 1075, as amended from time to time, including but not limited to the following:

TECHNOLOGY SERVICES

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.

5.10 NEWS RELEASES

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

5.11 ADVERTISING

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

5.12 LICENSES AND PERMITS

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

5.13 CLAIMS AND REMEDIES

5.13.1 CLAIMS

All claims asserted against the State by the Contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, etseq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, etseq.

5.13.2 REMEDIES

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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

5.13.4 LIQUIDATED DAMAGES

The Division of Purchase and Property and the Bidder ("the Parties") agree that it would be extremely difficult to determine actual damages which the State of New Jersey will sustain as the result of the Contractor's failure to meet the performance requirements. Any breach by the Contractor will: adversely impact the State's ability to meet federal commitments; and disrupt operations and the State's ability to adjudicate claims, which may lead to damages suffered by the State. Therefore, the Parties agree that the liquidated damages specified below are reasonable estimates of the damages the State of New Jersey may sustain from the Contractor's performance deficiencies set forth within this section and are not to be construed as penalties.

The Director has the sole discretion to determine whether liquidated damages should be assessed.

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.

A. **Failure to begin operations 30 calendar days after Initial Organizational Meeting (see section 3.7)** – Liquidated damages may be assessed against Contractor as follows:

- The Contractor shall be assessed liquidated damages in the amount of \$10,000 per day for each day the applicant processing facility is not staffed and open for the purpose of processing grant applications.

5.13.5 NOTIFICATION OF LIQUIDATED DAMAGES

Upon determination that liquidated damages are to be assessed, the Director shall notify the Contractor of the assessment in writing. The Director, may provide an availability of an opportunity to cure depending on the situation and in his/her sole determination. The Director may elect to notify the Contractor that liquidated damages may be assessed so as to provide a warning, prior to assessing liquidated damages 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.

5.13.6 CONDITIONS FOR TERMINATION OF LIQUIDATED DAMAGES

The continued assessment of liquidated damages may be terminated based on a determination by the Director, only if all of the following conditions are met:

- The Contractor corrects the condition(s) for which liquidated damages were imposed;
- The Contractor notifies the Director in writing that the condition(s) has (have) been corrected; and
- The Director has verified all correction(s) after appropriate verification.

5.13.7 WAIVER OF LIQUIDATED DAMAGES/LIQUIDATED DAMAGES NOT EXCLUSIVE REMEDY

The waiver of any liquidated damages due the Division shall constitute a waiver only as to such assessment of liquidated damages and not a waiver of any future liquidated damage assessments. Failure to assess liquidated damages or to demand payment of liquidated damages within any period of time shall not constitute a waiver of such claim by the Division.

5.13.8 PAYMENT OF LIQUIDATED DAMAGES

Once assessed pursuant to Section 5.23, liquidated damages will be deducted from any moneys owed to the Contractor by the State of New Jersey, and in the event the amount due the Contractor is not sufficient to satisfy the amount of the liquidated damages, the Contractor shall pay the balance to the State of New Jersey within thirty (30) calendar days of written notification of the assessment. If the amount due is not paid in full, the balance will be deducted from subsequent payments to the Contractor.

5.14 LATE DELIVERY

Not applicable to this RFQ.

5.15 RETAINAGE

The using agency shall retain 10% of each invoice submitted. At the end of each three (3) month period, the using agency shall review the contractor's performance. If performance has been satisfactory, the Using Agency shall release 90% of the retainage for the preceding three (3) month period. Following certification by the State Contract Manager that all services have been satisfactorily performed the balance of the retainage shall be released to the contractor.

5.16 SPECIAL PROJECTS

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

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

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

The written quotation 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 quotation 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 quotation. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

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

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

5.17.1 INDEMNIFICATION

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

4.1 Indemnification

The Contractor's liability to the State for actual, direct damages resulting from the Contractor's performance or non-performance, or in any manner related to the contract, for any and all claims, shall be limited in the aggregate to 100% of the value of the contract, except that such limitation of liability shall not apply to the following:

1. The Contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the Contractor under the contract caused by negligence or willful misconduct of the Contractor;
2. The Contractor's breach of its obligations of confidentiality; and,
3. Contractor's liability with respect to copyright indemnification.

The Contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 4.2 of the State of NJ Standard Terms and Conditions.

The Contractor shall not be liable for special, consequential, or incidental damages.

5.17.2 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

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

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

In addition, the Contractor shall carry:

- 3rd Party Crime Coverage in the amount of not less than \$5,000,000 and in such policy forms as shall be approved by the State; and
- Alternate Employer Endorsement on Workers Comp policy, naming EDA as Alternate Employer.

5.18 ELECTRONIC PAYMENTS

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

5.19 FORM OF COMPENSATION – INVOICING/PAYMENT

The successful Contractor may submit its invoices to the NJEDA as determined and approved by the State Contract Manager, or his / her designee, in his / her sole discretion, as follows:

- on a monthly basis (no later than the 15th of each month), for work completed;
- upon completion of mutually agreed upon portions of a prolonged project; or
- upon completion of the entire project.

The Contractor will submit to the State Contract Manager or his / her designee, an original invoice, a completed “Monthly Status Report” and any other documentation, as may be required by the State to process payment. The NJEDA will make prompt payment to the Contractor, following receipt of any non-disputed invoices and approval of the documentation.

At a minimum, invoices submitted for payment must include the following:

- a detailed description of the project task or subtask services for the monthly period;

- percentage of completion of the overall “*Scope of Services*”;
- each itemized position/title assigned to perform the work or the project;
- copies of weekly timesheets for employees assigned to do the work referenced in the invoice;
- the commencement and completion dates of the project;
- the number of hours dedicated to the task or subtask for each position/title, which performed the work for the respective “*Scope of Services*”;
- a copy of the original Scope of Services approved by the State Contract Manager or his/her designee, if applicable, prior to commencing the work (this must reference the hours to be dedicated, positions required);
- corresponding hourly rates for each position, extended dollar amounts for each position;
- an original invoice from the Contractor referencing the purchase made;
- the original Vendor invoice(s) for the particular good(s)/service(s) purchased;
- copies of a minimum of three (3) quotes/quotation(s) solicited for the purchase;
- final fully executed contract with subcontractor; and
- original “*Procurement Approval Request*” form indicating signature approvals from the State Contract Manager, or his / her designee, authorizing the purchase.

NOTE: The State Contract Manager or his/her designee will approve the need for the purchase. The Claims Supervisor’s signature will confirm that the materials were received in good condition and or services were properly provided/performed.

In the event a partial payment is being made, prior to the completion of a project (i.e. the duration of a particular project is prolonged, perhaps 3 to 4 months), the State Contract Manager or his/her designee, may require the Contractor to submit evidence demonstrating and substantiating the degree of completion, before payment is approved. All such partial payments are subject to the approval of the State Contract Manager or his / her designee.

Invoices must also be submitted for additional work or other items properly authorized and satisfactorily completed. These invoices must itemize the position / titles involved in the performance of the work, as well as the corresponding hourly rates, as specified in the Bidder’s “*Price Sheet*”. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Upon receipt of an individual invoice and all supporting documentation (i.e. original invoices, receipts, etc.) the Contractor will also be reimbursed for payments made to subcontractors for production and media costs, for projects previously approved by the State Contract Manager, or his/her designee.

The State considers the Contractor to be the sole point of contact with regard to contractual matters and the Contractor will be required to assume sole responsibility for the complete “*Scope of Services/Deliverables*” and any additional services, as indicated in the *RFQ*. Payments will only be made to the Contractor. The Contractor is responsible for assuring subcontractor compliance with all terms and conditions of this *RFQ* and assumes the sole and absolute responsibility for any payments due to subcontractor(s) under the subcontract(s). By submitting an invoice to the State, the Contractor represents that all payments due to its subcontractor(s) have been made and that all relevant laws and regulations have been complied with.

5.20 PROGRAM EFFICIENCY ASSESSMENT

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

5.21 ONGOING PROGRAM EVALUATION / RECOMMENDATIONS

The Contractor shall monitor and evaluate the progress and effectiveness of the grant program application process to ensure maximum efficiencies and acceptable Customer satisfaction levels are achieved. The Contractor's on-site management and supervisory staff shall be able to provide, on an ad-hoc basis, reports as requested evidencing statistics of the operations and grant disbursements.

The Contractor shall suggest measurable criteria for evaluation that, in its judgment, should be utilized in determining the performance and impact of the Superstorm Sandy Business Recovery Grant Program. Such matrices should measure daily, weekly, monthly and overall progress, success stories and challenges, as well as provide analysis of recommended program enhancements for increased efficiencies.

6.0 QUOTATION EVALUATION

6.1 RIGHT TO WAIVE

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

- (1) the requirement is not mandated by law;
- (2) all of the otherwise responsive quotations failed to meet the requirement; and
- (3) in the sole discretion of the Director, the failure to comply with the requirement does not materially affect the procurement or the State's interests associated with the procurement.

6.2 DIRECTOR'S RIGHT OF FINAL 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 to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie quotations will be awarded by the Director in accordance with N.J.A.C.17:12-2.10.

6.3 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES

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

The State may also consult with clients of the Bidder during the evaluation of bids. Such consultation is intended to assist the State in making a contract award which is most advantageous to the State.

6.4 STATE'S RIGHT TO REQUEST FURTHER INFORMATION

The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the Bidder's financial capabilities to perform the contract. Further, the Director reserves the right to request a Bidder to explain, in detail, how the quotation price was determined.

6.5 QUOTATION EVALUATION COMMITTEE

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

6.6 ORAL PRESENTATION AND/OR CLARIFICATION OF QUOTATION

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

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

The Bidder may be required to give an oral presentation to the State concerning its proposal. Bidders should be available with 48 hours upon notification of the State.

Bidders may not attend the oral presentations of their competitors.

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

6.7 EVALUATION CRITERIA

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

6.7.1 TECHNICAL EVALUATION CRITERIA

Each responsive bid proposal will receive a Technical Evaluation Score which will be the average of the sum of each voting member's Technical Evaluation Score for the proposal. The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate bid proposals received in response to this RFQ. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

- A. The Bidder's general approach and plans in meeting the requirements of this RFQ;
- B. Clarity of RFQ response: logical and direct response to RFQ with a detailed description of how the Bidder will implement each item;
- C. The Bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFQ including the ability to establish a turn-key business processing management operation; efficiency of intake and review of applications; and ability to provide quality customer service;
- D. The qualifications and experience of the Bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the work required by this RFQ; and
- E. The overall ability of the Bidder to undertake and successfully perform the technical requirements of the Scope of Work as demonstrated by its presentation in the Technical Proposal. This evaluation will include, but not be limited to the following factors: the number and qualifications of management and supervisory staff and their back up as proposed by the Bidder to perform the services, the Bidder's ability to produce resources, both human and financial, necessary to support an effort of this size and scope.

6.7.2 BIDDER'S PRICE SCHEDULE

For evaluation purposes, Bidders will be ranked according to the total bid price located on the Price Sheet accompanying this RFQ.

For evaluation purposes, proposals will be scored according to the formula:

Cost Proposal Score = predetermined points x (lowest cost proposal/evaluating cost proposal)

The proposal with the highest score will be ranked the highest.

The cost proposal ranked highest will be the lowest acceptable cost proposal between the original cost proposal and the Best and Final Offer proposal submitted by each Bidder.

6.7.3 TOTAL PROPOSAL SCORE

Each evaluated proposal will receive a Total Proposal Score based on the following formula:

Technical Evaluation Score + Cost Proposal Score = Total Proposal Score. The Technical Evaluation Score used will be the average of the combined Technical Evaluation Score (sum of each voting member technical evaluation score divided by the number of voting members).

The responsible Bidder receiving the highest Total Proposal Score will be recommended for contract award. In the event of a tie, the proposal with the highest Technical Evaluation Score amongst the tied proposals will be recommended for contract award.

6.7.4 PROPOSAL DISCREPANCIES

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

6.8 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

After evaluating quotations, the Division may enter into negotiations with one Bidder or multiple Bidders. The primary purpose of negotiations is to maximize the State's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one Bidder or multiple Bidders. Negotiations will be structured by the Division to safeguard information and ensure that all Bidders are treated fairly.

Similarly, the Division may invite one Bidder or multiple Bidders to submit a best and final offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that is not equal to or lower in price than the pricing offered in the Bidder's original quotation will be rejected as non-responsive and the State will revert to consideration and evaluation of the Bidder's original pricing.

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

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

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

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

NOTE: If the Division contemplates negotiation, quotation prices will not be publicly read at the quotationsubmissionopening. Only the name and address of each Bidder will be publicly announced at the quotationsubmissionopening.

6.9 COMPLAINTS

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

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

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

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

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

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

7.1.2 SOURCE DISCLOSURE REQUIREMENTS

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

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

If any of the services cannot be performed within the United States, the Bidder shall state with specificity the reasons why the services cannot be so performed. The Director shall determine

whether sufficient justification has been provided by the Bidder to form the basis of his or her certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

7.1.2.1 BREACH OF CONTRACT

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

7.1.3 AFFIRMATIVE ACTION

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

7.1.4 BUSINESS REGISTRATION

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

7.2 FINAL CONTRACT AWARD

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

7.3 INSURANCE CERTIFICATES

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

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

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

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

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

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

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

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

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

9.0 CONFLICT OF INTEREST CLAUSE

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



NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

**BUSINESS PROCESS OUTSOURCING CONSULTING SERVICES -
SUPERSTORM SANDY BUSINESS RECOVERY GRANT PROGRAM**

HOURLY RATES

All Bidders MUST submit a detail of labor titles/positions to be used in performing the requirements of this RFQ. The Bidders must indicate an Hourly Rate for each labor title/position.

1	POSITIONS/TITLES to be ASSIGNED to PERFORM the SCOPE OF WORK	HOURLY RATE YEAR 1	HOURLY RATE YEAR 2	Proposer shall indicate whether each position/title will be provided with In-House or Subcontracted Staff	
				Check One that Applies	
				In House Staff	Subcontracted Staff
2					
3					
4					
5					
6					
7					
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17					

MAXIMUM ANNUAL NOT TO EXCEED FEE

The Bidder MUST provide the Maximum Annual Not To Exceed Fee on line 18 of this price sheet.

		YEAR 1	YEAR 2
18	MAXIMUM ANNUAL NOT TO EXCEED FEE:		

BUSINESS RECOVERY PROPOSED ANNUAL BUDGET

The Bidder MUST provide its proposed budget to facilitate satisfying the requirements of this RFQ (see Section 4.2.5: Price Schedule/Sheet). Line 19 of this price sheet must reflect the total proposed budget. A separate spreadsheet with supporting detail, in MS Excel format, backing into the proposed budget must be provided by the bidder with this price sheet. Failure to provide all required pricing may result in the Quotation being deemed non-responsive.

		YEAR 1	YEAR 2
19	TOTAL ANNUAL PROPOSED BUDGET:		

EQUIPMENT USAGE CHARGES

The Bidder MUST provide equipment usage charges on line 20 of this price sheet and must reflect the total cost for equipment usage to meet the requirements of this RFQ.

		YEAR 1	YEAR 2
20	TOTAL EQUIPMENT USAGE CHARGES:		

TRAVEL EXPENSES AND REIMBUREMENTS

The Bidder MUST provide the not to exceed travel expenses and reimbursements on line 21 of this price sheet. The Bidder shall reference section 3.10: Travel Expenses and Reimbursements for requirements and guidelines.

		YEAR 1	YEAR 2
21	TOTAL NOT TO EXCEED TRAVEL EXPENSES & REIMBURSEMENTS:		