



**REQUEST FOR QUOTATION
(RFQ774882S)
FOR
Management and Other Related Services of the Superstorm Sandy Housing Incentive
Program (“SSHIP”)
for the State of New Jersey Department of Community Affairs (“DCA”)**

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

Date Issued: April 17, 2013

**Responses Due by 12:00 p.m. Eastern Time on:
Monday, April 29, 2013**

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**REQUEST FOR QUOTATION
(RFQ774394S)
FOR
Management and Implementation of the Superstorm Sandy Housing Incentive Program
("SSHIP")
for the State of New Jersey Department of Community Affairs ("DCA")**

1.0 PURPOSE AND INTENT

This Request for Quotation ("RFQ") is issued by the State of New Jersey ("State") Procurement Bureau, Division of Purchase and Property ("DPP"), Department of the Treasury on behalf of the Department of Community Affairs ("DCA"). The purpose of this RFQ is to solicit quotes from interested qualified firms whose quote, conforming to this RFQ, is most advantageous to the State, price and other factors considered. U.S. Department of Housing and Urban Development ("HUD") allocated to New Jersey an initial \$1,829,520,000 in Community Development Block Grant Disaster Recovery ("CDBG-DR") funds to be used to help recover from the federally declared disaster that occurred as a result of Superstorm Sandy in 2012. The State submitted an initial Action Plan for Disaster Recovery (the "Action Plan") to HUD. The proposed Action Plan can be found at www.nj.gov/dca.

The intent of this RFQ is to award a federally based contract to that bidder whose quote, 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 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFQ and should be read in conjunction with them unless the RFQ specifically indicates otherwise. **Any terms in a quotation that conflict with material terms of the RFQ or the Standard Terms and Conditions will be null and void.**

The State of New Jersey requires the assistance of a Contractor to perform the following services as is necessary under the Action Plan to start-up and operate application development: an application intake process, eligibility determination, full scale operations of the Incentive program (as describe in Exhibit 1), all close-out activities for the Homeowner Resettlement Program ("Incentive Program" or "Incentive"), a Reconstruction, Rehabilitation, Elevation and Mitigation Program ("RREM"), and a Small Rental Programs ("Small Rental"), as described in the Action Plan. It is the State's intent to award a Contract (as defined in Section 2.0) from CDBG-DR funds awarded to the State of New Jersey, contingent upon the State's Action Plan being approved by HUD. In the event that Hazard Mitigation Grant Program ("HMGP") funds are awarded to the State from Federal Emergency Management Agency ("FEMA"), these funds may be coupled with the CDBG-RG funds and the Contractor may perform a coordination role.

In its efforts to expedite time-sensitive recovery needs, the State of New Jersey is operating under a two-year timeline for the full draw of funds to eligible projects (by approximately May 1,

2015). The Bidder should be fully aware and ready to execute the Incentive Program (see definition in Section 2.0) based on the Policy and Timeline attachments included herein, and plan to be fully operational 30 days from date of award of a State contract. Additionally, the Bidder should be fully willing to comply with all Deliverable Milestones and Performance Guarantees outlined in Section 3.5 of this RFQ. Finally, all Bidders must ensure that all contractors that work on its behalf are licensed, bonded and insured pursuant to State and Federal law, HUD requirements, and FEMA requirements as applicable.

As described fully in Section 3.1 Core Services, the Contractor's responsibility includes, but is not limited to, the following in some degree for an estimated 50,000 applicants:

- **Incentive Program:** Develop an intake and application process, determine eligibility, loan closings, disbursing funds, monitor and compliance, and closing-out the program.
- **RREM:** Application process, determine eligibility, loan closings, monitoring, and closing-out the program.
- **Small Rental:** Application process, determine eligibility, loan closings, monitoring, and closing-out the program.

Subject to final approval by DCA, Contractor must have at least nine (9) Housing Support Centers operational 30 days from date of contract award.

Bidders submitting quotes should understand and take into consideration that the Program could be increased to serve additional damaged housing needs in the affected areas in the event that Congress approves additional allocations from the original appropriations of CDBG-DR fund and if FEMA HMGP funds are determined to be included. The State also reserves the right to decrease the scope and amount of work, but this shall not be deemed a termination.

A detailed description of the functional and implementation services scope for the project is provided in Section 3.0. [A Quote may include multiple service providers, but must include only one Bidder.]

1.2 BACKGROUND

On October 27, 2012, Governor Chris Christie signed Executive Order 104 declaring a State of Emergency in New Jersey related to the impact of Hurricane Sandy, which caused massive property damage and loss of life. On October 30, 2012, President Obama declared a major disaster for New Jersey, DR-4086, thereby qualifying New Jersey for federal disaster assistance funds. The Governor's Office assigned the DCA as the lead agency for the State's housing response and recovery. As the Lead Agency, the DCA formulates and implements the State's housing recovery plan. As the DCA moves into the recovery phase in the aftermath of the storm, it seeks quotes from Bidders to provide Program Services (see definition in Section 2.0) in connection with the Housing Programs.

It is the State's intent to ensure that all work performed pursuant to this RFQ is eligible for HUD grant funding and performed in accordance with HUD regulations, policies and guidance. Qualified firms shall possess all required Federal and State licensing.

Any State or Federal suspension, debarment, or disqualification action against a Contractor, key members of the contractor's team and any subcontractor to be utilized by contractor will render them ineligible to participate in this program.

1.3 QUOTATION SUBMISSION

Quotes are to be submitted through the GSA eBuy site and are pursuant to State law that authorizes the Director of DPP to promulgate Federal Supply Schedules. Quotes are due on **Monday, April 29, 2013 by 12:00 p.m. EST.**

Bidders may also submit quotes via email to Jackie.kemery@treas.state.nj.us or via first class mail to:

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

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

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

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

1.4 QUESTION AND ANSWER

The Procurement Bureau will accept questions electronically, pertaining to this RFQ, until **12:00 PM on Monday, April 22, 2013.** Questions shall be directed via email to:

Jackie Kemery
Jackie.Kemery@treas.state.nj.us

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

Quotes submitted with any material terms that conflict with the RFQ terms, the New Jersey Standard Terms and Conditions, which is specifically incorporated in this RFQ, and/or the Travel Regulations may be null and void.

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

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

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

1.5 SMALL BUSINESS SUBCONTRACTING SET-ASIDE CONTRACTS

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

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

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

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

Quotes 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 quote or within seven (7) business days upon request. Note a bidder's failure to satisfy the small business subcontracting targets or provide sufficient

documentation of its good faith efforts to meet the targets with the quote or within seven (7) days upon request shall preclude award of a contract to the bidder.

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

1.6 JOINT VENTURE

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

2.0 DEFINITIONS/ACRONYMS

Action Plan – The State of N.J. submitted a proposed Action Plan, which is posted on the DCA website at the following link: www.nj.gov/dca/gov

Advisor - The individual responsible for evaluating appeals and writing a determination letter.

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.

Applicant - The homeowner or rental property owner applying to the SSHIP, RREM, and Small Rental Housing Programs.

BAFO - Best and Final Offer.

Bidder - Denotes any company that submits a quote responding to the RFQ prior to award.

Case Worker - Individual responsible for interface with the Applicant through all (3) Housing Programs

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

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

Closing Out – When the bidder has finalized all paper work associated with an applicant and the property.

Contract - This RFQ, any modifications to this RFQ, and the bidder's proposal submitted in response to this RFQ, as accepted by the State.

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

Data Warehouse - Storage/staging area for incoming data from various third-party sources that is filtered and processed.

Date of Award - The date the Director of the Division of Purchase and Property signs any awarded contract.

DCA - Department of Community Affairs.

Days – The use of “days” refers to calendar days.

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

Division – The Division of Purchase and Property.

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

ECM - the Estimating and Compliance Monitor Subcontractor to the Contractor.

ECR - Estimated Cost of Repair established for the home.

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

FEMA – United States Federal Emergency Management Agency.

Final Appeal to State - When an Applicant is not satisfied with the decision of the Contractor's Appeals Team, such Applicant has the right to appeal the decision of said Appeals Team to the State's Department of Community Affairs.

GSA – United States General Services Administration.

Housing Database Manager - Individual or Entity that houses Management Information System Records on behalf of Housing Programs.

Housing Programs - Denotes the Incentive, RREM, and Small Rental Programs.

HMGP – Hazard Mitigation Grant Program.

HUD – United States Department of Housing and Urban Development.

Incentive Program –Denotes the Homeowner Resettlement Program, a CDBG Disaster Recovery program to be funded through the NJ Action Plan. The program will provide an incentive award for homeowners impacted by Superstorm Sandy to remain or return to their homes in the nine-most impacted counties.

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.

MIS - Management Information Systems.

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

Notice of Award - Letter indicating whether or not an Applicant has been deemed eligible for the Program, and the amount of said Applicant's Award.

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

Performance Guarantee - An agreement for the contractor to perform all of the required obligations under the contract.

Programs - Denotes SSHIP, RREM, and Small Rental Program.

Program Services - Denotes those services to be provided by the Contractor awarded a contract under this RFQ.

Retainage – is a portion of the agreed upon contract price deliberately withheld until the work is substantially complete to assure that contractor will satisfy its obligations and complete a project.

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

Should – Denotes that which is recommended, not mandatory.

State – State of New Jersey.

SME – Subject Matter Expert.

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

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.

Technical Competitive Range – Bidders who quote receives a technical score of 700 or better.

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

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

3.0 SCOPE OF SERVICES

The Purpose of this RFQ is to obtain competitive quotes from qualified Contractors to manage the SSHIP Program. The Contractor awarded the Contract under this RFQ will be responsible for the Core Services described in Section 3.1. Among other deliverables described in Sections 3.1.1 through 3.1.13, the Contractor shall be responsible for completing and processing all Housing Program applications, determining eligibility, disbursing funds under the Incentive Program, coordinating with Applicants and Contractors for the RREM and Small Rental Programs, managing all loan closings, and closing-out the Housing Programs. The Contractor shall follow all State, Federal and Program regulations and policies (Exhibit 2) and shall obtain direction from the State Contract Manager (“SCM”).

3.1 CORE SERVICES

The Contractor shall be directly responsible for ensuring the accuracy, timeliness and completion of all tasks assigned under this Contract. The scopes of work presented (as outlined below in Sections 3.1.1 through 3.1.12) are based upon circumstances existing at the time the RFQ was prepared. The State reserves the right to add to, modify, or delete the scopes listed and, if appropriate, add additional scopes prior to and during the term of this Contract, subject to the appropriate processes.

- 3.1.1 Start-up of Program Operations and Administration
- 3.1.2 Program Intake
- 3.1.3 Eligibility and Benefits Determination
- 3.1.4 Full Scale Operation of Incentive Program
- 3.1.5 Case Monitoring through RREM and Small Rental
- 3.1.6 Conduct loan closings for the RREM and Small Rental Programs
- 3.1.7 Program Close-Out
- 3.1.8 Quality Assurance/Quality Monitoring
- 3.1.9 Appeals
- 3.1.10 Case Management
- 3.1.11 Issue Tracking and Fraud, Waste and Abuse Coordination
- 3.1.12 Document Management and Records Retention
- 3.1.13 Accounting and Reporting

3.1.1 Start-up of Program Operations and Administration

Scope:

In coordination with the State Contract Manager, the Contractor shall be responsible for completing an operational plan and cash flow projections for the Program. The Contractor shall be responsible for all start-up operations, staffing, and logistics to ensure the Program is operational no later than 30 days from date of contract award. The Contractor’s operational plan must include, but is not limited to, the methods contemplated to implement the Core Services.

Contractor Administrative Requirements:

Additionally, the Contractor is responsible for monitoring its staff, its subcontractors and any State-provided assets. Activities associated with 3.1.1 include, but are not limited to:

- 1) Supervise internal and subcontractor employee activities;
- 2) Review procedures to ensure that all procedures efficiently follow Housing Programs policies, federal regulations and requirements updating procedures as necessary;
- 3) Conduct interviews with subcontractors' managers to determine if the subcontractor is observing the various administrative-related requirements in its subcontract;
- 4) Administrative-related requirements include the following, when applicable: flow-down clauses, incorporation of contract, Davis-Bacon, and Policies, Procedures, and Standards issued while implementing the SSHIP Program;
- 5) Review subcontractor's contract deliverables, and policies and procedures for determination that the subcontractors are in compliance with their contracts and CDBG requirements and;
- 6) Communicate potential risks, issues, and statuses to the State.

Contractor Operational Requirements:

The Contractor shall be responsible for the following but not limited to:

- 1) Design, develop and implement a hosted Housing Program - Centralized Management Information System ("HP-CMIS") that shall be utilized by the Incentive, RREM and Small Rental Programs to provide the following:
 - a. Coordinate with the respective Contractors to manage all the Housing Programs and any other programs required by the State to ensure that they have access to all information on the HP-CMIS, and to ensure the successful operation of those Programs. The Housing Programs must be allowed to enter all necessary information on the HP-CMIS;
 - b. Interface with future systems and databases to be developed by the State. The Contractor shall be responsible for transmitting any data, information and/or documentation requested by the State;
 - c. Provide training on the HP-CMIS to all relevant staff in any of the Housing Incentive Programs who will need to access and interface with the system. Provide appropriate training throughout the duration of the program;
 - d. Coordinate with RREM and Small Rental Program contractors to ensure compatibility with their respective construction management information systems;
 - e. Develop cloud-based software including requirements for:
 - i. workflow processes;
 - ii. data fields;
 - iii. data collection;
 - iv. data verification requirements
 - v. automated determination of eligibility; and
 - vi. calculation of assistance amounts.
- 2) Provide accounting of Program financial activities, including Contractor and subcontractor billing and payments;
- 3) Establish all necessary interfaces with the relevant HP-CMIS systems, in particular, the CMIS systems for tracking payments to property owners;

- 4) Provide automated reporting capability for the benefit of Applicants for assistance, Program personnel, Contractors, the State, and all federal agencies that require reports;
- 5) Complete all necessary software development and/or purchases for the Housing Programs;
- 6) Upon award, secure building leases and equipment for all front-office and back-office operations. Unless otherwise directed, there will be approximately nine (9) Housing Support Centers of approximately 5,000-10,000 square feet each, through the initial Program Intake (also referenced in Section 3.1.2 below), which shall be open and operational by 30 days from date of contract award. (Note: The State reserves the option to procure the building space independent of the selected Contractor if it deems necessary); Location of the facilities should be central to the location of the affected areas. The Contractor shall be responsible for all costs of operating the centers, including lease payments, maintenance costs, and Program operations costs of the centers;
- 7) Lease enough space for both the RREM and Small Rental contractors to conduct face-to-face encounters with applicants on site. The contractors shall hold discussions with the RREM and Small Rental contractors regarding co-location. The contractors shall determine how many centers will need co-location, which services will need to be co-located, and the space needed for these services. The purpose of co-location is for coordination. The contractors should decide how much co-location is necessary for coordination and;
- 8) Contractor to secure the necessary personnel, equipment and telecommunications services to be able to intake applications in-person, online, and over the phone for an estimated 50,000 Applicants starting 30 days from date of contract award;
- 9) Developing procedures for obtaining privacy releases, both in-person at Housing Support Centers, and from Applicants who reside in remote locations;
- 10) Enter into contracts which are approved by the State with all subs required to operate the Program;
- 11) Design and launching a public education and outreach campaign which will begin within (10) working days after the start of the Contract, and continue actively for six (6) months for the purpose of encouraging all eligible homeowners and small rental owners to apply for assistance;
- 12) Develop and operating a website for information about the Housing Programs (posting any major changes within one working day) and which provides for an automated application forms process for both homeowners and small rental property owners;
- 13) Make ready all paper forms and obtaining the capacity for physical recordkeeping, with necessary protections of privacy;
- 14) Identify, assessing and proposing for the State the approval methods for third party verification of other sources of funds received by the Applicant (i.e. FEMA, SBA, NFIP proceeds, other insurance proceeds, etc.), procedures for safeguarding assets and managing assets, procedures for property disposition, procedures for mitigation grants, procedures for affordable loans;
- 15) Identify, assessing and proposing for the State the methods for ensuring that titles are free and clear, developing legal covenants, and a process for monitoring compliance with the agreed upon covenants.
- 16) Make available Senior Managers of the Contractor or subcontractor firms for interviews, meetings with federal officials, and other necessary external meetings, at the request and approval of a designated representative of the State;

- 17) Process applications from Applicants that have pre-registered through the State's Housing Support Center or website.

3.1.1.1 Outreach Plan

- 1) Develop for approval by the State on how outreach activities including public service announcements on television, billboards, radio, and the internet shall be addressed. Once approved, initiating such outreach activities; and
- 2) Develop strategies for mobile outreach as well as outreach to out-of-state homeowners as may be necessary, for those residents seeking to participate in the Housing Programs.

3.1.2 Program Intake

Scope:

The Contractor shall be responsible for the intake of Applicants for the Housing Programs, which includes developing an application process, assisting/interfacing with Applicants during the application process, and the timely and accurate referral of Applicant files to the Contractors of RREM and Small Rental.

The Contractor shall also be responsible for validating that all information is accurate, complete and complies with SSHIP Program policies and procedures. Communications with the Applicants regarding the status of their application, requests for additional information, or problems that may arise in conjunction with the application shall be the responsibility of the Contractor. File documentation, document management, quality control, reporting, Program and federal compliance, and issue tracking are also embedded requirements for this functional area.

Contractor Requirement:

The Contractor shall be responsible for the following but not limited to:

- 1) Develop English and Spanish applications for the Housing Programs;
- 2) Develop several methods to disseminate applications to potential Applicants, which could include, but is not limited to, a website, toll-free number, advertising, mailing, etc.;
- 3) Develop outreach methods to schedule appointments with potential Applicants;
- 4) Obtain and reviewing Applicant information;
- 5) Evaluate and completing an eligibility determination for each Applicant for the various Housing Programs;
- 6) Coordinate with the Applicant and any applicable subcontractor, vendor or third-party sources to obtain information supporting eligibility and calculation criteria under current policies and procedures;
- 7) Advise Applicants when information is needed or an issue that needs to be addressed. The Contractor is expected to:
 - a. Provide the Applicant sufficient information to allow the Applicant to either obtain the documentation/address the issue independently, or identify appropriate professional resources to obtain the documentation/address the issue; and

- b. Advise all Applicants whose applications have been deemed ineligible of their status and provide to them information regarding their ability to appeal the ineligibility determination;
- 8) Process applications in accordance with SSHIP Program policies, procedures and business processes. This includes the transfer of applications to the RREM and Small Rental Programs.
- 9) Coordinate with Applicants to resolve issues impacting previous and/or future grant disbursements;
- 10) Document all communications with the Applicants regarding the status of their application and subsequent related processes, requests for additional information, and/or challenges that may arise in conjunction with the application;
- 11) Coordinate with appropriate personnel within other functional areas as needed to research issues;
- 12) Develop recommendations to ensure that Applicants receive the most benefits available;
- 13) Assist Applicants with implementing the necessary steps to execute the recommendations;
- 14) Provide Homeowner Support Center's staff to support inquiries made by the Applicants via walk-ins, appointments, phone, email, or online submission;
- 15) Provide necessary equipment, including a toll free phone number to accept and log all inquiries one (1) week prior to 30 days from date of contract award. Homeowner Support Center's Call Center support shall be provided from 8:00 a.m. to 8:00 p.m., 7 days a week, excluding State holidays;
- 16) Perform routine functions such as fielding and routing inbound calls, making outbound calls to follow up with qualified Applicants identified during targeted mailings, schedule follow-up appointments, determine the status of an Applicant, gather required documentation from the Applicants, and assemble such documentation in the required format in the auditing system of record;
- 17) Track all inquiries in the system of record;
- 18) Coordinate with other functional areas to draft correspondence for targeted mass mailings and/or Applicant status updates for State approval;
- 19) Conduct Applicant file research by reviewing internal documentation, regulations and policies, and any additional supporting documentation that has been submitted by the Applicant;
- 20) Execute targeted mass mailings (letter campaigns);
- 21) Coordinate outreach efforts, including call-out campaigns and letter campaigns, in accordance with an Outreach Plan to be developed by the Contractor and approved by the State;
- 22) Assist the State, as requested, to ensure that the media and the general public remain informed through media messages, community outreach, public relations, and public education efforts. Make information available in applicable languages and for special needs as required;
- 23) Develop a SSHIP Program website and provide website content maintenance, portal maintenance linked to the DCA and other key State websites;
- 24) Develop training administration procedures that assure uniform and efficient training for all staff;
- 25) Cross-train Program staff as required;
- 26) Coordinate, integrate, and manage the training activities of all personnel responsible for providing Program Services to the various Housing Programs;
- 27) Review Program procedures to ensure that all training materials follow SSHIP Program policy and procedures, updating materials as necessary;

- 28) Collaborate with DCA to gather and analyze requirements, develop training guides and implementation strategies for new systems and/or system enhancements resulting from system deficiencies or policy changes;
- 29) Provide Applicants with technical assistance from qualified Case Workers, who shall advise owners on the following:
 - a. The implications of choosing the various assistance options; and
 - b. The implications of insurance payments, FEMA payments, outstanding loans, liens, etc.;
- 30) Provide information through Case Workers regarding the Program from application to close-out;
- 31) Verify the ownership of each property subject to the application. Assure that the owner has right title and interest to the property, identify all lien holders, and assist the owner in preparing a plan of action to satisfy all lien holders;
- 32) Verify sources of funds and duplications of benefits that were paid to Applicant as compensation or other settlements;
- 33) Calculate the amount of assistance due to qualified Applicants, including incentive grants, mitigation grants, and affordable loans, prepare all documents related to the commitment and disbursement of this assistance by the State, and forward this documentation to the State agency responsible for making commitments of funds and disbursements; and
- 34) For some or all assistance transactions, filing documents in the public records, as instructed by the State.

3.1.3 Eligibility and Benefits Determination

Scope:

The Contractor shall process applications and determine eligibility for the Incentive, RREM, and Small Rental Programs. The Contractor shall create one application and review the application to determine eligibility for each of the Housing Programs, as applicable except that additional supplemental information may be needed for the Small Rental Program. The processing of applications shall be conducted within defined timelines and established performance measures. Applications are to be reviewed against Program policies and procedure requirements (Exhibit 2). Applications for eligibility review are initiated from various pre-closing and post-closing sources. These include, but are not limited to, initial application processing, appeals, initial disbursements, reimbursement grants. The eligibility review process includes, but is not limited to insurance verification, home evaluations, and determination that the damaged property is located in an eligible County, verification of ownership and occupancy of damaged property, verification of Applicant identity, duplication of benefits determinations, and inputs for all necessary calculation elements.

The Contractor shall also be responsible for validating that all information is accurate, complete and complies with Program policies and procedures. Communications with the Applicants regarding the status of their application, requests for additional information, or problems that may arise in conjunction with the application shall be the responsibility of the Contractor. File documentation, document management, quality control, reporting, Program and federal compliance, and issue tracking are also embedded requirements for this functional area.

Contractor Requirements:

The Contractor shall be responsible for the following including by not limited to:

- 1) Obtain and review Applicant information;
- 2) Evaluate and complete the eligibility determination on each application;
- 3) Work with the Applicant and applicable subcontractor, vendor or third-party sources to obtain information supporting eligibility and calculation criteria under current policies and procedures;
- 4) When an Applicant is advised additional information is needed or an issue is to be addressed, the Contractor is expected to provide the Applicant sufficient information to allow the Applicant to either obtain the documentation/address the issue independently, or identify appropriate professional resources to obtain the documentation/address the issue;
- 5) Advise all Applicants whose applications have been deemed ineligible of their status and provide to them information regarding their ability to appeal the ineligibility determination;
- 6) Acquire and verify all inputs for the calculation and verify that the calculations produced are complete, accurate and comply with all Program Policies and Procedures and federal guidelines for duplication of benefits;
- 7) Obtain and verify owner, occupancy and Applicant identity documents as required by Program policy;
- 8) Verify the damaged property is located in an eligible County and the extent of damage sustained as a result of Superstorm Sandy is within the eligible limits:
 - a. Obtain proof of title insurance on the damaged property, according to SSHIP Program policy;
 - b. Obtain acceptable evidence of Applicant having insurance at the time of Hurricane Sandy as defined by policy. Also, verify all insurance company payments received by the Applicant related to structural and flood damage due to Hurricane Sandy; and
 - c. Obtain other duplication of benefit information and determine related deductions as prescribed by the SSHIP Program policies and the Stafford Act;
- 9) Verify occupancy.
- 10) Verify household income to ensure an adjusted gross annual income.
- 11) Verify FEMA registration.
- 12) Verify that Applicant has applied to a Program that is designed to rebuild his or her Residence;
- 13) Verify insurance.
- 14) Capture benefits inputs. The inputs required for the calculation include, but are not limited to:
 - a. Pre-storm Value (PSV) of the damaged property;
 - b. Estimated Cost of Damage (ECD) to the damaged property;
 - c. Presence of Insurance on the damaged property by type;
 - d. Dollar amount of any applicable insurance payments received by the Applicant for damage to the property for which they applied;
 - e. Any FEMA, SBA and other disaster assistance payments received by the Applicant related to the damage to the property caused by Superstorm Sandy;
 - f. The percentage of property damage, as defined by FEMA guidelines, sustained by the damaged property; and
 - g. The applicability of any exemptions under the Program Policies and Procedures and all associated eligibility requirements;

- 15) Mail eligibility determination letters to Applicants, letters should specifically explain the next steps in the process before an award is made;
- 16) Undertake any and all additional activities and functions required to determine an Applicant's eligibility and to verify the validity of benefit determination inputs.

3.1.4 Full Scale Operation of Incentive Program

Scope:

The Contractor shall be responsible for the full scale operation of the Incentive Program. This includes, but is not limited to, developing the processes for initial application processing, intake, determining eligibility determinations, appeals, operations, and disbursement, compliance and close-out for the Incentive Program. The Contractor shall also be responsible for the intake and determination of eligibility for the RREM and Small Rental Programs.

The Contractor shall also be responsible for validating that all information is accurate, complete and complies with Program policies and procedures. Communications with the Applicants regarding the status of their application, requests for additional information, or problems that may arise in conjunction with the application shall be the responsibility of the Contractor. File documentation, document management, quality control, reporting, Program and federal compliance, and issue tracking are also embedded requirements for this functional area.

Contractor Requirements:

The Contractor shall be responsible for the following including but not limited to:

- 1) Ensure compliance with all policies and procedures for the Incentive Program;
- 2) Develop an Operational Plan for the Incentive Program;
- 3) Perform all necessary start-up functions for the Incentive Program, as described in Section 3.1.1;
- 4) Perform all intake and application procedures for the Incentive Program, the RREM Program, and the Small Rental Program, as described in Section 3.1.2;
- 5) Determine the eligibility of Applicants in accordance with the policies and procedures for the Incentive Program, the RREM Program, and the Small Rental Program, and in accordance with Section 3.1.3;
- 6) Establish and operate an appeals process for Applicants deemed ineligible for the Incentive Program, the RREM Program, and the Small Rental Program, in accordance with Section 3.1.8;
- 7) Conduct all Loan Closings and document recordings for the Incentive Program;
- 8) Disburse funds under procedures developed by Contractor for the Incentive Program and confirming requirements;
- 9) Closing-out Incentive Program, RREM Program, and Small Rental Program participants once funds have been disbursed and compliance with the Program requirements has been verified; and
- 9) Coordinating the transmission of data generated during the closing process (including disbursement data) with the closing Contractor, State, and the Data Warehouse.

3.1.5 Notice of Award for Case Monitoring through RREM and Small Rental

Scope:

The Contractor shall be responsible for RREM and Small Rental Notice of awards. The Contractor shall also be responsible for providing case monitoring for Housing Program participants from the intake period of each respective Program to close-out of any Program for which the Applicant is deemed eligible, including the RREM and Small Rental Programs. The Contractor shall assign a Case Manager (“CM”) to a particular Applicant who shall remain the Applicant’s point of contact throughout such Applicant’s participation in the RREM and Small Rental Programs.

The Contractor shall also be responsible for validating that all information is accurate, complete and complies with Program policies and procedures. Communications with the Applicants regarding the status of their case, requests for additional information, or problems that may arise in conjunction with the case shall be the responsibility of the Contractor. File documentation, document management, quality control, reporting, Program and federal compliance, and issue tracking are also embedded requirements for this functional area.

Contractor Requirements:

The Contractor shall be responsible for the following including but not limited to:

- 1) Provide Applicants with technical assistance through qualified Case Workers, who shall advise owners with respect to the RREM and Small Rental Programs;
- 2) Advise homeowners on notice of award for RREM and Small Rental;
- 3) Advise Applicants regarding how to avoid being defrauded;
- 4) In accordance with protocols and time limits that are part of the operational plan, the Contractor, through its Case Workers, shall offer continuing assistance and advice to qualified homeowners as they continue through the repair, rebuilding, elevation and mitigation and reimbursement options;
- 5) Develop management systems that limit the time that Case Workers spend in the aggregate providing services to Program clients;
- 6) Provide legal services, as necessary, to determine the amount of compensation to be provided to the homeowner in accordance with the processes and systems described above;
- 7) Provide legal opinions, as needed, relative to eligibility and funding decisions or compensations made to homeowners, and, if needed, to attest that the processes utilized were in conformance with state and federal law;
- 8) Develop and manage internal quality control processes to ensure consistency among a large number of Case Workers;
- 9) Develop and manage processes to protect against possible fraud, waste and mismanagement;
- 10) Report regularly to DCA; and, as requested by DCA to other agencies such as HUD;
- 11) Provide the State with activity, financial and progress reports as required to support billing for services and preparation of reports for State monitoring agencies and HUD;
- 12) Cooperate with the RREM and Small Rental Program homebuilders; and
- 13) Ensure compliance with any policies and procedures, and/or requirements applicable to the RREM and Small Rental Programs.

3.1.6 Conduct loan closings for the RREM and Small Rental Programs

Scope and Contractor Requirements:

The contractor shall be responsible for the following but not limited to:

- 1) Complete all due diligence in anticipation of closing and (e.g. Title Update) ensure that other sources of funds needed for repair such as owner equity are escrowed or otherwise firmly committed, income verification is valid, all clearances confirmed);
- 2) Perform closings, including coordinating award closing processes, conducting due diligence in anticipation of closing ensuring that other sources of funds needed for repair are escrowed or otherwise firmly committed;
- 3) Manage and coordinate the transmission of files, documents, and funds with the State and the closing firms;
- 4) Coordinate the transmission of data generated during the Closing process (including disbursement data) and final recorded documents with the closing firms and State; and
- 5) Prepare and execute all necessary contracts and closing documents, and file all mortgage instruments.

3.1.7 Programs (Incentive, RREM, and Small Rental) Close-Out

Scope:

Contractor shall coordinate with the State regarding the ramp-down of services and support as Applicants move through the Incentive, RREM, and Small Rental Programs, including scaling staff within functional areas to meet Program needs. The Contractor must transition from full Program operations to compliance and monitoring operations after an applicant has been determined to be eligible and received an award for either the RREM or the Small Rental Programs as the Applicant set requires. The Contractor shall initiate Program close-out in accordance with the terms and conditions of the Contract, applicable laws and regulations, and SSHIP and Housing Programs policies and procedures.

Contractor Requirements:

The contractor shall be responsible for the following included but not limited to:

The Contractor shall also complete post-award rebuilding advisory services to homeowners continuing to repair or rebuild their homes in the RREM and Small Rental Programs. The Contractor must complete monitoring of owner-occupancy for RREM, affordable housing requirements for Small Rental, and close-out for all applications and closed transactions, including electronic and paper files related to all stages of processing applications for the Housing Programs. The Contractor shall also ensure compliance with all requirements pertaining to the contract as well as state and federal regulations governing the assistance rendered and ensure the fulfillment of all obligations by the homeowner that were conditions of receiving assistance.

The Contractor must provide final Program activity and financial reports to the State and provide all other documentation and certifications required by the Contract and terms of the applicable federal funding.

3.1.8 Quality Assurance/Quality Control

Scope:

The Contractor shall perform routine quality checks of the operational areas to ensure that quality assurance is met. The Contractor shall also report results to State Management on a monthly basis.

Contractor Requirements:

The contractor shall be responsible for the following included but not limited to:

The Contractor shall also perform a comprehensive final review of all Applicant files, as part of the SSHIP file-closeout process. A standard checklist must be developed and followed to ensure consistency and accuracy. Hard-copy documents and electronic files shall be reviewed against Program Policies and Program Requirements to guarantee that all eligibility requirements have been met.

As a result of the final review, Applicant files shall be placed in one of two major categories:

- a. Complete file, with no issues; and
- b. Review completed, but file has unresolved issues.

Following the final file review, the Contractor shall be responsible for coordinating with DCA to research files and provide files to the appropriate body as required.

Applicant files shall be retained according to the State's record retention policy. This includes the physical Applicant file as well as an electronic version. File documentation, document management, quality control, reporting, Program and federal compliance, and issue tracking are also embedded requirements for this functional area.

Perform monthly quality checks of the operational areas:

- 1) Survey internal operations to ensure that Housing Programs' policies and procedures are in place and being followed;
- 2) Ensure that operational processes have adequate controls in place to comply with all applicable CDBG, federal or state requirements; or
- 3) Perform analytics to identify application files that potentially do not comply with CDBG, federal or state requirements.

All issues must be reviewed for a final determination on an Applicant's file. A clean review shall allow the Applicant file to be closed. A review with unresolved issues shall put the Applicant file on hold until the issues can be resolved.

The final review shall include validation/verification of the following areas:

- 1) Review status of any open issues:

- a. Attempt to resolve all issues before completing the final review. Coordinate with the owner regarding each issue to resolve if possible.
- 2) Identify outstanding issues that might impact the completion of the grant review (i.e., Appeals, Compliance, etc.);
- 3) Review pictures of the damaged property and supporting documents to confirm that home evaluation pictures match appraisal pictures;
- 4) Review files for eligibility to ensure the required documentation has been collected and policies relating to eligibility have been met:
 - a. Verify ownership
 - b. Verify occupancy
 - c. Confirm Program eligibility
- 5) Determine whether the closed Pre-Storm Value (PSV) in the system of record is supported by documents in the file;
- 6) Determine the damaged address, structure type, and ECD value;
- 7) Review disbursed values (initial and additional disbursements) and current values on Homeowners Insurance, Flood Insurance, and FEMA Assistance to determine if there is any duplication of benefits; recalculate and reprocess awards based on the receipt and verification of updated or revised information;
- 8) Review the names on critical documents to see if they match the Applicant/co-Applicant names, and are signed, uploaded, and exist in the system of record. (i.e., Power of Attorney, Covenants, Subrogation Agreements, Affidavits, etc.); and
- 9) Research files and provide documentation to DCA as required.

3.1.9 Appeals

Scope:

To process application appeals within the Program defined time lines and defined performance measures. There are two aspects to appeal processing: initial appeal review and administration of appeals at the State for decision. In the SSHIP, Applicants may appeal the determination of eligibility or ineligibility for the SSHIP program or the specific amount of the grant. The Department shall issue the final decision on all appeals. The Contractor shall be responsible for investigating, reviewing and recommending a detailed response to each appeal, except that that appeals, or portions thereof that challenge Program policies, federal, state or local laws that impact grant decisions shall be promptly forwarded to the Department for its determination. Appeals are to be reviewed against Program policies, requirements and applicable law. Appeal reviews should be performed by a separate group from the team that performed the primary Applicant eligibility and benefit determination. The recommended appeal response shall be submitted to the Department within 20 days for the Department's further review and decision. The Contractor shall cooperate fully with the Department to ensure the Department can make a timely decision for each appeal. The Contractors shall be responsible for mailing the Department response to the applicant/appellant. File documentation, document management, quality control, reporting, Program and federal compliance, and issue tracking are also embedded requirements for this functional area. Applicant's dissatisfied with the appeal determination will take any further appeal to the New Jersey Superior Court, Appellate Division. The Contractor shall be responsible to assist the Department in its response to any further appeals.

Applicant Appeal Policy:

The Applicant is required to submit his or her appeal to SHHIP within the Program defined timeframes. The Applicant can submit an appeal at the following intervals: pre-closing after the initial award letter is received, post-closing, when notified of ineligibility or once deemed inactive. The Applicant must submit an appeal within (30) days of the date postmarked on the ineligibility notification letter or the date of the Applicant's first closing in order for it to be considered. The Appeal shall go to an Appeals team made of individuals from SSHIP and the applicable program (RREM and/or Small Rental) who will conduct a fact finding evaluation. Upon completion of that evaluation the Appeals team will forward all information and a recommended response to the Department for a final decision, and shall continue to cooperate with the Department as it reaches its determination and, if necessary, further defends its determination.

Contractor Requirements:

The Contractor shall develop an appeals process that is subject to State approval.

3.1.10 Case Management

Scope:

To perform case management, contractor may have to perform; file review, reporting and document management for compliance with covenant and Program policies and procedures. Other requirements may include; File documentation, document management, quality control, reporting, Program and federal compliance, and issue tracking are also embedded requirements for this functional area.

The Contractor is required to establish best management practices to:

- 1) Establish best management practices for interfacing with homeowners and providing customer service. Monitor a statistically significant number of homeowners who received grants for compliance with the covenants and post-closing Program requirements.
- 2) Ensure that procedures are in compliance with CDBG, FEMA where applicable, State and Federal guidelines.
- 3) Identify operational compliance issues associated with the compliance reviews of Superstorm Sandy Housing Incentive Program policies and procedures.
- 4) To report findings to the State, as requested.

Contractor Requirements:

The contractor shall be responsible for the following included but not limited to:

Operational Compliance

- 1) Perform a routine review of procedures to ensure compliance with SSHIP policies, and compliance with CDBG, FEMA where applicable, State and Federal guidelines; and
- 2) Routinely monitor operational compliance with Housing Program policies, and compliance with CDBG, FEMA where applicable, State and Federal guidelines.

Incentive Monitoring:

- 1) Survey a statistical sample of homeowners receiving SSHIP grants;
- 2) Request self-certification and documentation from Applicants within the sample verifying compliance to the covenant/Program requirements;
- 3) Execute on-site field reviews of properties for compliance with covenant/Housing Program requirements;
- 4) Report monitoring findings to the State Contract Manager; and
- 5) Identify any non-compliant files.

RREM Monitoring

- 1) Survey a statistical sample of properties that have received RREM assistance;
- 2) Monitor the requirements that confirm owners are abiding by the RREM policy;
- 3) Report monitoring findings to the State Contract Manager; and
- 4) Identify any non-compliant files.

Small Rental Monitoring

- 1) Survey a statistical sample of Incentive homeowners receiving Small Rental assistance;
- 2) Monitor the requirements confirm the owners are abiding by the Small Rental specifications contained in the Elevation Rider that is filed with the covenants on the property;
- 3) Report monitoring findings to the State Contract Manager; and
- 4) Identify any non-compliant files.

3.1.11 Issue Tracking and Fraud, Waste and Abuse Coordination

Scope:

To perform management, file review, reporting and document management, coordination with Fraud, Waste and Abuse Contractor as required for:

- Internal and external audits (Federal, State Agency and Legislative);
- Potential fraud investigations;
- Responses to Freedom of Information Act requests, subpoenas, and prosecutorial support. File documentation, document management, quality control, reporting, Program and federal compliance, and issue tracking are also embedded requirements for this functional area; and
- Coordinate and engage in inserting controls into the MIS an SSHIP procedures

Contractor Requirements:

The Contractor is required to establish best management practices to:

- 1) Facilitate external audits requested by the State and respond to external audit findings;
- 2) Identify and research any potentially fraudulent applications;
- 3) Coordinate, as requested, with appropriate prosecutorial agencies;
- 4) Respond to requests for documents, subpoenas; and,

- 5) To report findings to the State Contract Manager.

Detailed Functional Requirements:

The Contractor is required to perform the following within these listed areas:

Potential Fraudulent Activity:

- 1) Identify and research any potentially fraudulent application activity;
- 2) Coordinate and work with appropriate prosecutorial agencies to resolve; and
- 3) Update systems to prevent further processing until resolved.

Facilitate external audits:

- 1) Provide support to external auditing companies, HUD and the State, as requested; and
- 2) Respond to external audit findings.

Prosecutorial Agencies and Document Requests:

- 1) Coordinate with appropriate prosecutorial agencies; and
- 2) Respond to requests for documents, subpoenas, etc.

3.1.12 Document Management and Records Retention

Scope:

To manage, store and retrieve physical documents and electronic images of all paper documents, Applicant-related emails, correspondence, training material, and policy and procedures associated with the Program along with information leading up to policy and procedures decisions. Documents and images must be stored in a secure environment for quick retrieval and in accordance with compliance and policies. The documents and images must be stored and archived according to Program, State and Federal guidelines for record retention. File documentation, document management, quality control, reporting, Program and federal compliance, and issue tracking are also embedded requirements for this functional area.

Contractor Requirements:

The contractor shall be responsible for the following included but not limited to:

- 1) Administer the records retention plan, which includes the short and long-term housing of physical documents and electronic images for each Applicant file. This should include all paper documents, Applicant-related emails, correspondence, training material, and policy and procedures associated with the Program along with information leading up to policy and procedures decisions. The plan must include implementation of a retention policy to archive and dispose of records according to Program, State, and Federal record retention policies. The Contractor shall adhere State image system certification processes administered by the Record Management Service Branch of the Division of Revenue and Enterprise Services;
- 2) Create procedures and guidelines to implement the records retention plan;

- 3) Design and implement specialized systems for managing documents and electronic images; the systems must be integrated with the State's MIS systems and coordinated to receive information from Housing Programs;
- 4) Receive and process incoming Program related documents according to Program requirements;
- 5) Send mail to Applicants as required;
- 6) Attempt to locate the Applicant's current address if mail is returned;
- 7) Report the status of mailings sent/received, as requested by the State;
- 8) Ensure documents are transferred to Record Retention team for filing according to record retention policies; and
- 9) The Contractor shall provide written correspondence to all Applicants to relay the status of their file at critical stages.

Detailed Functional Requirements:

The contractor shall be responsible for the following included but not limited to:

- 1) Administer the records retention plan for the Program:
 - a. Identify existing and new Applicant documents and images, classify them, and store them for easy retrieval;
 - b. Identify the location where the documents shall be stored for current access and the location where the documents shall be archived for long-term access; and
 - c. Retrieval method must include search capability for all documents assigned to a specific Applicant; Search functionality must allow inquiries by Applicant name, co-Applicant name or application ID.
- 2) Implement process/system to be used to organize the documents for later retrieval, and implement controls for document filing and incoming mail and fraud prevention;
- 3) The application files (physical and electronic) must be stored in a secure environment;
- 4) Files (physical and electronic) must be readily available for public records requests. Public records requests must be integrated with the compliance and investigation process for any files under investigation;
- 5) Develop a disaster recovery plan to prevent destruction of the files from natural disasters, flood, fire, sabotage or theft;
- 6) Update MIS when as documents and forms are received from Applicants;
- 7) Ensure that all hard copies for all applications that have closed have been received from the Closing Firms, upload all documents into MIS as they are received, and monitor for accuracy and completeness;
- 8) Research inquiries regarding missing documents or any pertinent information required;
- 9) Provide reports to management as requested;
- 10) Maintain an inventory of all documents and records;
- 11) Ensure documents are processed according to Program deadlines; and
- 12) Provide documents to Audit team and State as requested.

3.1.13 Accounting and Reporting

Scope:

The Contractor shall account for and reconcile all federal funds requested and drawn from HUD for the RREM Program and awarded to grant recipients. The Contractor shall also report regularly and consistently to the State on Program various program functions. File documentation, document management, quality control, reporting, Program and federal compliance, and issue tracking are also embedded requirements for this functional area.

Contractor Requirements:

- 1) Provided a reconciliation of federal funds disbursed and funds recovered among multiple database systems and interfaces; and
- 2) Preparation of all required production reports on an agreed to periodic basis.

3.2 ANTICIPATED LEVEL OF EFFORT

3.2.1 ANTICIPATED LABOR CATEGORIES

The following is a sample of labor categories that might be proposed. The sample is only given for Bidders to ascertain the approximate level of effort and to prepare a cost quote. Contractors may propose alternative labor categories and ratios, explaining the reasons for doing so:

- a. Program Chief Executive
- b. Intake Manager
- c. Incentive Contractor
- d. Eligibility Manager
- e. RREM and Small Rental Manager
- f. Senior Case Managers (“SCMS”) – will be the subject matter expert regarding all intake issues for the Programs covered by this RFQ.
- g. Case Managers (“CMs”) – will be the primary contact for an Applicant and will assist Applicants from the eligibility phase to close-out of any Housing Programs for which the Applicant is determined to be qualified. The Contractor shall ensure that a representative portion of the Case Managers will be bilingual in English and Spanish at each of the nine (9) locations.
- h. Eligibility Analysts (“EAs”) – will determine whether Applicants are eligible for the Incentive, RREM, and Small Rental Programs and will not interface with the Applicants.
- i. Real Estate Acquisition
- j. Notary
- k. Information Technology Manager
- l. Subcontracts Manager
- m. Budget and Financial Manager
- n. Communications Director
- o. Chief Legal Counsel
- p. Property Lien Director
- q. Facilities and Equipment Manager.

3.3 REPORTING AND DOCUMENTATION

The Contractor shall 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, FEMA and the State.

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

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

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

3.4 TRAVEL EXPENSES AND REIMBURSEMENTS

Travel Expenses and Reimbursements shall be made to the Bidder 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. This Section is limited to a select management that will be negotiated prior to the execution of the Contract. For those predetermined individuals, reimbursable expenses shall be limited to the following:

- a) Coach class air fare purchased at the lowest reasonably available rate and baggage fees, to include consultant deployment and demobilization travel;
- b) Meals limited to the maximum current GSA per diem rate (receipts not required but will be supplied if HUD or other funding agencies require same)
- c) Lodging limited to the maximum current GSA per diem rate to include GSA- or HUD approved lodging waivers;
- d) Mileage for Contractor privately owned vehicles at the current New Jersey rate of 31 cents per mile.

All other travel costs will not be allowed, travel expense and reimbursements will only be made up to the not to exceed limit submitted on the cost Quote. All other travel and reimbursement will be at the Contractor's expense.

3.5 DELIVERABLE MILESTONES AND PERFORMANCE GUARANTEES

Contractor is to refer to Exhibit 3 "Performance Matrix and Guarantees".

Contractor must supply the State with weekly reports in a form and manner acceptable to the State Contract Manager to monitor and measure contract Performance Guarantees as per Exhibit 3.

4.0 TECHNICAL QUOTE

Bidder shall describe its approach and plans for accomplishing the Program Services and Other Work outlined above in Section 3.0 (RFQ Scope of Services) The Bidder must set forth its understanding of the requirements of this RFQ and its ability to successfully complete the Contract.

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

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

The Technical Quote should be in the following format:

CONTENT CHECKLIST	
	Cover Page
	Quote Letter
	Table of Contents
TAB 1	Management Overview
TAB 2	Start-Up Team
TAB 3	Contract Management
TAB 4	Potential Challenges
TAB 5	Organizational Support and Experience
TAB 6	Resumes
TAB 7	Outreach Plan
TAB 8	Experience of Bidder on Contracts of Similar Size and Scope
TAB 9	Additional Experience of Bidder
TAB 10	Subcontractors
Attachment 1	Completed Reference Forms

4.1 COVER PAGE

The following information should be included under the title “Solicitation for Management of Intake, Eligibility, Incentive, and Close-Out for: Incentive, RREM, and Small Rental Programs”.

- Name of the firm

- Bidder address
- Bidder telephone number
- Bidder federal tax identification number
- Name, title, address, telephone number, fax number, and email address of Bidder contact person authorized to contractually obligate the Bidder.

4.2 QUOTE LETTER

By signing the letter and/or Quote, the Bidder certifies that the signatory is authorized to bind the Bidder. The offer outlined in the Quote Letter should include:

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

4.3 MANAGEMENT OVERVIEW – Tab 1

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFQ in a narrative format for Sections 3.1.1 through 3.1.12. 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.

Provide a table listing each position in the preliminary Program organizational chart, including the following information about each position:

- Title of position of full time equivalent ("FTE")
- Employer of position (Bidder firm or name of subcontractor)
- Number of FTEs filling position that are estimated to be on the staff of the Bidder firm
- Number of FTEs filling position, to be provided by an identified subcontractor
- Number of FTE positions estimated to be located in New Jersey.
- Number of FTE positions estimated to be located outside of New Jersey.

Also provide ramp-up and scale-down projections for the duration of the Program.

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

4.4 START-UP TEAM – Tab 2

Contractor shall provide a chart or table describing all of its current and proposed staff and staff members of proposed subcontractor firms who would be assigned to Sections 3.1.1 Start-Up of Program Operations and Administration and 3.1.2 Program Intakes of the Program following the award of the Contract, their roles (in a word or a phrase), and the percentage of full-time equivalent ("FTE") work each staff member would commit for this engagement during the period of performance of the Core Services listed in Sections 3.1.1 and 3.1.2, and where the individuals will primarily be working, whether in New Jersey or another location. Include in this chart or table all contract management and human resources staff who will be dedicated to recruiting and hiring subcontractors and/or additional staff to be assigned to this work. Also include all staff who will be dedicated to securing facilities and equipment, as well as the development of management information systems.

On the list described in the paragraph above, identify the members of your staff who would be assigned to act for your firm in key management and field positions providing the services required during outlined in Sections 3.1.1 and 3.1.2.

Estimate: 1) the total number of persons to be assigned to the services described in Sections 3.1.1 and 3.1.2 of the project, and of these, 2) the total number expected to be working in New Jersey and the number working elsewhere.

4.5 CONTRACT MANAGEMENT- Tab 3

The Bidder should describe its specific plans to manage, control and supervise the Program Services and other assigned work and tasks pursuant to the Contract to ensure satisfactory Contract completion. The Bidder plan shall include the Bidder's approach to communication with the State Contract Manager including, but not limited to, status meetings, status reports, etc.

The Contractor will provide DCA with an outline of the business processes and procedures to be put in place to operate the program(s) including all core services set forth in Section 3.1. The outline will include appropriate narratives, a management plan, written procedures, and work flow management diagrams for each service to be provided under the Request for Quotation.

The quote should provide a proposed Program Schedule. Note: It is expected that 75% of transactions with homeowners and owners of Intake, RREM and Small Rental properties will be completed prior to the Close-Out phase. If a Bidder wishes to propose an alternative schedule, such Bidder should include such an additional alternative schedule in its quote.

4.6 POTENTIAL CHALLENGES – Tab 4

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

4.7 ORGANIZATIONAL SUPPORT AND EXPERIENCE- Tab 5

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

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

4.8 RESUMES – Tab 6

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

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

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

4.9 OUTREACH PLAN – Tab 7

The Bidder is to submit its plan with this RFQ for approval by the State on how outreach activities including public service announcements on television, billboards, radio, mobile outreach and the internet will be addressed.

4.10 EXPERIENCE OF BIDDER ON SIMILAR CONTRACTS – Tab 8

The Bidder should provide a comprehensive listing of contracts (minimum of three) 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, including experience with state and local governments. 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 of individuals (include telephone numbers and e-mail addresses) for the other contract party. Beginning and ending dates shall also be given for each contract.

4.10.1 ADDITIONAL EXPERIENCE OF BIDDER – Tab 9

Bidder should have significant proven experience and a history of successful professional engagements in disaster recovery, including housing policy and Program development.

Bidder should have a thorough understanding of all other housing recovery Program requirements, including but not limited to other federal and state agency requirements (when and if applicable under the Program component).

Bidder should have thorough understanding of and experience in quantitative data analysis and its application to policy and Program planning.

Bidder should have thorough understanding of the environmental and historic issues and requirements relative to the housing recovery efforts as they impact Program selection and delivery.

Bidder should have significant experience designing housing recovery efforts related to natural disasters, including but not limited to HUD and CDBG-DR requirements, budgeting, and technical evaluation of both short and long-term priorities.

Bidder should have experience in planning, structuring, organizing and staffing housing recovery efforts in states in the aftermath of a catastrophic event. Bidder should have a proven track record in assisting states in large-scale housing recovery efforts.

Bidder should have experience in working with HUD in the aftermath of major catastrophic events.

Bidder should have particular expertise in all CDBG-DR rules and regulations.

Bidder should have significant experience with data management related to hurricanes, tropical storms, or similar natural disasters and experience applying data structures and data analysis to critical decision-making regarding housing recovery policy and programming.

Bidder should have experience in assessing and incorporating into its recovery planning process any mitigation efforts being undertaken in the aftermath of a statewide catastrophic event that has damaged or destroyed dwellings, businesses, critical infrastructure and key resources.

4.10.2 SUBCONTRACTORS – Tab 10

The State shall have a single prime Contractor as the result of any Contract negotiation, and that prime Contractor shall be responsible for all deliverables specified in the RFQ and its selected Quote. This general requirement notwithstanding, the Contractor may enter into subcontractor(s) arrangements, however, should acknowledge in their submitted Quotes total responsibility for the entire contract.

If the Bidder intends to subcontract for portions of the Program Services, the Bidder should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Bidder under the terms of this RFQ is also required for each subcontractor. The prime Contractor shall be the State's single point of Contact for all subcontract work.

Unless provided for in the contract with the State, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

4.10.3 DISCLOSURE

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

4.11 KNOWLEDGE TRANSFER

Contractor's key staff resources must be ready to begin working in Trenton, N.J. within one week after contract execution (barring personal emergencies, which will be addressed on a case by case basis). For purposes of this requirement, key staff resources are defined as the following:

- a. Program Chief Executive
- b. Program Manger
- c. Construction Manager
- d. Eligibility Manager
- e. Information Technology Manger
- f. Subcontracts Manager
- g. Budget and Financial Manager
- h. Communications Director
- i. Chief Legal Counsel
- j. Property Lien Director
- k. Facilities and Equipment Manager.

Initially, these key resources will concentrate primarily on knowledge transfer activities that will be developed by the State. The activities will target specific knowledge transfer objectives, and will include documentation review, interviews, discussion, and shadowing. Bidders are invited to offer their own ideas for achieving effective knowledge transfer.

5.0 CONTRACT TERM

The term of the contract shall be for a period of three (3) years, with up to two (2) one-year extensions by the mutual written consent of the contractor and the Director at the same terms, conditions, and pricing at the rates in effect in the last year of the contract or rates more favorable to the State.

5.1 SECURITY AND CONFIDENTIALITY

5.1.1 Data Confidentiality

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

5.1.2 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 CI Security.
- 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.

5.1.3 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 there under, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
4. Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213,

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

III. Inspection:

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

5.2 OWNERSHIP OF MATERIALS

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract 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.

The State has the right to run the system and it will remain operational for a period of three (3) years after the program is closed down and the State will be provided with 20 licenses to allow the State to operate the system.

5.3 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

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

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

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

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

Upon receipt and approval of the Contractor's written quote, the State Contract Manager shall forward same to the DCA for 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 DCA must include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget and NJOIT.

No additional work and/or special project may commence without the DCA's written approval. In the event the Contractor proceeds with additional work and/or special projects without the DCA'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 DCA's prior written approval

5.4 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

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

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

5.5 RETAINAGE

The using agency shall retain 10% of each invoice submitted. 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 at contract expiration.

The State reserves the right to partially release or not release any Retainage held, if the performance guarantees are not met in accordance with Exhibit 3 – “Performance Guarantees”.

5.6 AUDIT OF RECORDS

Contractor shall grant to the Office of the New Jersey State Auditor, Federal Government, and any other duly authorized agencies of the Federal Government or the State where appropriate the right to inspect and review all books and records directly pertaining to the Contract resulting from this RFQ for a period of five (5) years after final grant close-out by HUD or as required by applicable State and Federal law. Records, including direct read access to supporting systems and data, shall be made available during normal working hours for this purpose.

In the event that the U.S. Department of Housing and Urban Development, the HUD Inspector General, or any other Federal agency, or the State, issues findings or rulings that the amounts charged by the Contractor, or any portions thereof, were ineligible or were non-allowable under federal or state Law or regulation, Contractor may appeal any such finding or ruling. If such appeal is unsuccessful, the Contractor shall agree that the amounts paid to the Contractor shall be adjusted accordingly, and that the Contractor shall, within 30 days thereafter, issue a remittance to the State of any payments declared to be ineligible or non-allowable.

Contractor shall comply with federal and/or state laws authorizing an audit of Contractor's operation as a whole, or of specific Project activities.

5.7 RECORD RETENTION

Contractor agrees to retain all books, records, and other documents relevant to this contract and the funds expended hereunder as required by applicable Federal, State, HUD and CDBG regulations.

5.8 RECORD OWNERSHIP

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

5.9 SUBSTITUTION OF PERSONNEL

Proposed key personnel assigned to the project that results from this RFQ shall not be replaced without the written consent of the State. In the event that any State or Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to projects

outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.

5.10 CONFIDENTIALITY OF STATE DATA AND INFORMATION

All information relating to the State's operations which is designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which becomes available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. Contractor shall not be required to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

5.11 WAIVER OF ADMINISTRATIVE INFORMALITIES

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

5.12 BIDDER RESPONSIBILITIES

The State requires a single Contractor as the result of any Contract negotiation, and that Contractor is responsible for all deliverables referenced in the RFQ and quote as well as the acts and liabilities created by personnel or subcontractors providing products or services as part of the Contractor's quote. The selected Contractor is required to assume responsibility for all products and services offered in the quote, whether or not provided by the Contractor. The State shall consider the selected Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contract.

Bidders must submit a plan with this Quote to the State regarding HUD's Section 3 Program. The plan must illustrate not only how the Bidder intends to comply with Section 3, but also how any subcontractors will also comply.

This general requirement notwithstanding, Bidders may enter into subcontractor arrangements. Bidders may submit a quote in response to this RFQ which involves subcontract(s) with others, whether product manufacturers or service providers, on the condition that the Bidder acknowledges total responsibility, as the Bidder, for the entire Contract.

5.13 BIDDER'S SUBCONTRACTORS

If a Bidder chooses to use subcontractors, the State urges the Bidder to use New Jersey subcontractors, including small and emerging businesses and/or small entrepreneurships, if practical.

If a Bidder intends to subcontract portions of the products or services, the quote should include specific designations of the tasks to be performed or deliverables to be produced by the subcontractor. The subcontractor shall be required to produce Company and staff qualifications to demonstrate its ability to provide the product or service; this should be defined in other sections of the quote. Copies of any agreements planned to be executed between the Bidder and subcontractor(s) should be included in the quote.

Except as provided for in the Contract with the State, the Bidder shall not subcontract with any other party for furnishing any of the work and professional services herein contracted for without the express written approval of the State.

5.14 ANOUNCEMENT AND PRESS RELEASES

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

5.15 CONTRACT NEGOTIATIONS

If, for any reason, the Bidder whose quote is most advantageous to the State of New Jersey does not agree to a Contract Within (10) days of negotiation, that quote may be rejected and the State may negotiate with the Bidder submitting the quote deemed next most advantageous to the State.

5.16 CONTRACT AWARD AND EXECUTION

A Contract will be made to the Bidder with the highest points, and whose quote, conforming to the RFQ, is the most advantageous to the State, price and other factors considered. The State intends to award to a single Contractor.

The RFQ, including any addenda, Bidder quote, Bidder presentations, Bidder capability evaluations, written responses to inquiries, the Best and Final Offer (BAFO) and other documentation from the selected Bidder, which describes the solution, commitment, capabilities, and intent of the Bidder, shall become part of any Contract initiated by the State.

In no event shall a Bidder submit its own standard Contract terms and conditions as a response to this RFQ. Any such submission shall be null and void unless expressly agreed to in writing by the State. The proposed terms will be negotiated before a final Contract is entered. The inclusion of mandatory clauses is not negotiable.

5.17 CDBG BONDING ASSISTANCE

CDBG funds may be used to provide support the bonding capacity of small contractors who would ordinarily not have the capacity to compete for construction contracts with certain bonding requirements. The Contractor shall take this into account when establishing a pool of contractors. The Contractor will develop a Program to assist small contractors in bonding requirements in connection with SSHIP. 24 CFR 570.202(b) does not expressly provide for use of CDBG funds to provide bonding support to small contractors; however, the use of CDBG funds in this regard is clearly supported by 24 CFR 570.202(b) and HUD agency directives.

6.0 COST QUOTATION

As part of its quote the Bidder is to set forth how its GSA hourly rates will be applied to the various services requested within this RFQ. The Bidder may offer hourly rates more competitive

than its GSA pricing but may not increase said rates. The Contractor should also include an estimate of the total cost for each of the phases requested within this RFQ:

The Contractor shall not start work on any task until requested to do so by the State Contract Manager.

The Contractor should include an estimate of total costs for each phase of the project in addition to an estimate of the total cost of the project.

6.1 COST QUOTE FORMAT

Each section of the Cost Quote should be described in further detail. All project assumptions should be placed in the Technical Quote. The following sections of the RFQ explain the content that is required in each of the sections of the Cost Quote:

6.1.1 Cover Letter

The title page shall be placed as the front cover and/or insert and include:

- Title of the RFQ
- RFQ due date
- Bidder's Name
- The inscription: "Cost Quote."

6.1.2 Table of Contents

Each quote should be submitted with a table of contents that clearly identifies and denotes the location of each section and sub-section of the quote. Each page of the response should be clearly and uniquely numbered. Additionally, the table of contents should clearly identify and denote the location of all enclosures and attachments to the quote.

6.1.3 Tab 1 – Executive Summary

Bidder should provide an overview of the Cost Quote, which describes any pricing approaches, discounts, and reasons why Bidder's combined technical and cost approach should be of value to the State.

6.1.4 Tab 2 – Administrative Requirements

The Bidder shall sign and submit one (1) original and two (2) copies of the Certification Statement and all information required by the Certification as part of the quote submission. The Bidder should take note of any Potential Legal and Regulatory Requirements to be sure that all legal and regulatory implications associated with the quote are considered.

6.1.5 Tab 3 – Cost Schedules

This section should include the Cost Quote Template from ("Exhibit 4").

Cost Quote is to be completed as follows:

- Bidder is to provide the hourly rate and number of hours for each staffing category (or GSA equivalent staffing category) listed on the price quote.

- Bidder is to provide a “not to exceed” travel cost in accordance with Section 3.4 of the RFQ. Further, bidder is to provide a detail budget of the overall travel cost proposed with its quote.
- Bidder is to provide a square foot price for each of the nine offices located in the affected areas.
- Bidder is to provide a direct cost each task listed on the price quote. Further, bidder is to provide a detail budget of the overall direct cost proposed.

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 authority to award orders or contracts to the bidder or bidder’s best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie Quotations will be awarded by the Director in accordance with N.J.A.C.17:12-2.10

6.3 FACILITY REQUIREMENTS

Each facility secured by the Contractor must contain adequate desks/cubicles, office chairs, office supplies, document destruction services, internet service, data circuits, and parking for all staff at the location. The facility shall be available outside normal working hours and on weekends without additional charges. Both unarmed and armed guard services are required at each facility to monitor/screen access and activities of all employees and visitors. Each facility must meet government requirements for fire safety, accessibility, seismic and sustainability standards. Offered space shall not be in the 100 year flood plain unless the State has determined it to be the only practicable alternative.

Centers must be open adequately to supply the services at times needed for the public. Schedules are subject to state approval.

The Contractor shall secure facilities sufficient to allow all Housing Programs contractors to operate from its Housing Support Centers.

Contractor locations of the facilities should be central to the location of the affected areas.

All devices and software will either be furnished by the Contractor, as an Other Direct Costs (“ODC”) in compliance with all DCA standards and policies. This applies to personal computer workstations, laptop computers, network equipment, printers, copiers, multi-function devices, fax machines, and telephones.

6.3.1 OTHER DIRECT COSTS

ODCs may include: translation services, 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 Contracting Manager. The State Contracting Manager will review that list and will either (a) authorize the Contractor to purchase, obtain or lease the items or services and submit that expense for reimbursement (with proper documentation), or (b) deny the request.

Contractor must follow procurement rules as detailed in HUD Regulations 24 CFR Part 85 of the federal regulations as may have been modified by HUD Notice for CDBG-DR issued in the Federal Register on March 5, 2013.

7.0 FORM OF COMPENSATION AND PAYMENT

Payments to the Contractor will be disbursed following approval by the State Contract Manager in accordance with section 6.0 above. The State reserves the right to negotiate with the bidder, the final fee for services provided under each task order. A mutually agreed-upon schedule of payments by task order will be used as the basis for all payments.

8.0 SELECTION PROCESS

All quotes will be reviewed to determine responsiveness. Non-responsive quotes will be rejected without evaluation. The following evaluation criteria categories, separate or combined in some manner, and not necessarily listed in order of significance, will be used to evaluate responsive quotes received in response to this RFQ:

Experience in successfully completing contracts of a similar size and scope to the work required by this RFQ; the qualifications and experience of the Bidder's management, supervisory or key personnel assigned to the contract, including the candidates recommended for each of the positions/roles required; evaluation of submitted resumes and how well they meet the required skill and education levels as well as on documented experience in successfully completing work on contracts of similar size and scope to the work required by this RFQ; The overall ability of the Bidder to undertake and successfully complete the Contract in a cost efficient yet timely manner.

This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the Bidder to complete the contract, the availability and commitment to the Contract of the Bidder's management, supervisory and other staff proposed and the Bidder's Contract management plan, including the Bidder's contract organizational chart; and the Bidder's cost quote.

8.1 EVALUATION PROCESS OVERVIEW

The State shall conduct a comprehensive, fair, and impartial evaluation of all quotes received. The State may reject any quote that is incomplete or in which there are significant inconsistencies or inaccuracies.

The State has established an evaluation committee to review, evaluate, and verify information submitted by the Bidder. This section describes the evaluation methodology and criteria to be used to evaluate each quote submitted. It is the State's intent to select the quote that is most advantageous to the State now and in the future.

The State reserves the rights to seek clarification from Bidders were deemed appropriate to understand the intent of certain points in one or more quotes. Any such clarification request and response will be provided in writing and maintained as part of the documentation for the respective quote. Bidders must respond to requests for clarification within two (2) working days of request. Failure to do so may affect the Bidder's score or result in rejection of their quote.

The evaluation will be conducted by a team according to the following criteria:

8.1.1 TECHNICAL EVALUATION CRITERIA

The Bidders will receive a Technical Score based upon the evaluation and scoring of the following criteria:

- a. Personnel: The qualifications and experience of the bidder's management overview to include but not limited to: Contract Management plan to meet scheduled milestones, supervisory and key personnel assigned to the contract, including the candidates recommended for each of the positions/roles required.
- b. Experience of firm: The bidder's documented experience in successfully completing contracts of a similar size and scope specifically related to HUD Disaster Recovery and strength of other related programs.
- c. Ability of firm to complete the Scope of Work based on its Technical Quote: The overall ability of the bidder to undertake and successfully complete the technical requirements of the contract in a timely manner as outlined in Sections 3.1 through 3.13.
- d. Subcontractors: Subcontractor experience with the core services and how they relate to three references submitted.

All Bidders who receive a Technical Score within a stated technical competitive range may be asked to submit a Best and Final Offer pursuant to Section 8.6. However, Bidders are advised to submit their best technical and price quotes in response to this RFQ, because the State may, after evaluation, make a contract award based on the content of the initial submissions, without further negotiation with any bidder.

8.1.2 BIDDER'S PRICE SCHEDULE RANKING

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

For evaluation purposes, Bidders will be ranked 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 will be the lowest acceptable cost proposal between the original cost proposal and the Best and Final Offer proposal submitted by each Bidder.

8.1.3 TOTAL PROPOSAL SCORE

Each evaluated proposal will receive a Total Proposal Score based on the following formula: Technical Proposal Score + Cost Proposal Score = Total Proposal Score. The Technical Proposal Score will be the average of the combined Technical Proposal Score (sum of each voting member technical evaluation score divided by the number of voting members). All score sheets resulting in a score of 700 and higher will be considered in the technical competitive range.

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 score amongst the tied proposals will be recommended for contract award.

8.2 EVALUATION TEAM

The evaluation of quotes will be accomplished by an evaluation team, to be designated by the State, which will determine the quote most advantageous to the State, taking into consideration price and the other evaluation factors set forth in the RFQ.

8.4 ORAL PRESENTATION

The State may choose to have oral presentations at its sole discretion from all Bidders deemed suitable for receiving an award. Oral presentations will be evaluated with the same criteria in Section 8.0 above. The cost of service portion of the grade will remain the same for the oral grades as it was for the written quotes. The State reserves the right to award the Contract on the basis of the original offers.

8.5 AWARD SELECTION

Only one contract will be awarded for this project. The quote with the highest score will be recommended to the State for selection.

8.6 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

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

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

8.7 STATE CONTRACT MANAGER

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

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

8.7.1 STATE CONTRACT MANAGER RESPONSIBILITIES

The State Contract Manager is the person that the Contractor will contact **after the Contract is executed** for answers to any questions and concerns about any aspect of the Contract. The State Contract Manager is responsible for coordinating the use of the Contract and resolving minor disputes between the Contractor and the State. The State Contract Manager shall be the central coordinator of the use of the Contract for the State. All persons and agencies that use the Contract must notify and coordinate the use of the contract with the State Contract Manager.

8.7.2 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.

10.0 PROGRAM EFFICIENCY ASSESSMENT

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

11.0 ADDITIONAL REQUIREMENTS/FORMS

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

- Ownership Disclosure Form
<http://www.state.nj.us/treasury/purchase/forms/StandardRFPForms.pdf>
- Disclosure of Investigations and Other Actions Involving Bidder Form
<http://www.state.nj.us/treasury/purchase/forms/StandardRFPForms.pdf>

- Disclosure of Investment Activities in Iran
<http://www.state.nj.us/treasury/purchase/forms/StandardRFPForms.pdf>

- Certification of MacBride Principles and Northern Ireland Act of 1989
<http://www.state.nj.us/treasury/purchase/forms/MacBride.pdf>

Subcontractor Utilization Form

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

- New Jersey's Standard Terms and Conditions (must sign last page of the document)
<http://www.state.nj.us/treasury/purchase/forms/pbst.pdf>

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

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

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

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

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

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

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