

AMENDED
Request for Quotation
NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
Fiscal Management and Accounting Consulting Services
RFQ Issued: April 8, 2022
Response Deadline: April 18, 2022

I. OBJECTIVE

The NJ Department of Community Affairs (“DCA” or “Department”) is seeking quotations for professional financial consulting services to provide services to supervise budget, financial management and funding requirements for State and Federally funded Housing Assistance programs, with an emphasis on the Housing Choice Voucher Program, as well as other State and Federally funded grants and programs that the DCA administers, such as Housing Production, Energy Assistance, Neighborhood Programs and Community Services.

BACKGROUND

The DCA is a State agency created to provide administrative guidance, financial support and technical assistance to local governments, community development organizations, businesses, and individuals to improve the quality of life in New Jersey. This RFQ is for the procurement of the Fiscal and Accounting Services needed for the supervision and oversight of our fiscal operations for all our programs. The issuance of this RFQ should not be considered a guarantee of contract.

II. QUALIFICATIONS

The State seeks a professional financial consultant (Consultant) with expertise and demonstrated experience in the financial oversight of a rental assistance program, as well as other related programs including:

- Experience performing a variety of accounting, budgeting, and other financial duties associated with working for a Public Housing Agency or Housing Authority
- Experience with formulating operating budgets and budgetary compliance, statutory, regulatory, policy and procedural compliance
- Experience with the oversight of disbursement of funds, fiscal management, and reporting
- Knowledge and experience with public housing authority databases (experience with Housing Pro/HAPPY recommended)
- Generates monthly operating statements for all DCA administered programs, including but limited to HUD programs.
- Experience with accessing large governmental systems, such as NJCFS and Business Objects to track funding and provide monthly financial reports to management.

- Extensive knowledge of federal and state requirements and programs, especially HUD's Housing Choice Voucher Program, LIHEAP, Weatherization, Housing Trust Fund and Community Services Block Grants and various Neighborhood Programs
- Demonstrated capacity to quickly deploy two individuals, remote or on-site, to begin providing services within 5 days of engagement or earlier if possible. Remote staff will be expected to spend some time on-site at the start of the contract to familiarize with DCA operations and systems.

The Bidder's qualifications in the areas above should be detailed in the narrative description of the Bidder's organization.

SECTION III. BIDDER'S SUBMISSION REQUIREMENTS

TRANSMITTAL LETTER

Bidder shall submit with its quotation a Transmittal Letter including Bidder's contact person for the RFQ response, including telephone number and email address. The Transmittal letter should include all assurances detailed in Section VI, Bidder Assurances.

DESCRIPTION of BIDDER'S ORGANIZATION

In an effort to establish the Bidder's ability to successfully provide the requisite services, for projects of similar scope, size, and complexity, interested Bidders must provide a narrative that imparts general information about their organization. The narrative should address:

- the Bidder's business name and type (corporation, 501(c)(3), etc.), location, number of years in business, and details of any failure to complete a contract or any litigation within the past two years.
- the number of years the Bidder has provided rental assistance consulting services to other clients, as evidenced by submitting a copy of the Bidder's list of clients and years serviced.
- the Bidder's experience and knowledge in each of the areas listed under Section II. Qualifications of this RFQ.
- the Bidder's history of engagements of a similar size and scope for rental assistance programs with other clients
- the Bidder's staff qualifications, capacity, and experience in providing these services, by indicating the number of full-time employees (and, if applicable, part-time employees) qualified to do so.
- a staffing chart to show each position or title for those individuals who will, or who it is expected will, perform work against the resulting contract.

- if available, an organizational chart for the Bidder's entire organization, to evidence its depth of staff.
- the location and contact information (address, telephone, e-mail, etc.) of the Bidder's office that will be responsible for managing the resulting contract, as well as the locations of its corporate headquarters and any regional business offices; and
- the name, phone number, and e-mail address of the individual who will be responsible for managing the performance against the resulting contract.

As part of the quotation submission, the Bidder should provide a plan for making qualified replacement(s) available to provide the requisite services during the contract term and any extensions thereto, to ensure uninterrupted performance of the requisite services in the event of vacation, illness, or personal emergency of the Consultant's staff assigned to perform the work against the resulting contract. This submittal can be as simple as identifying alternate staff for key positions identified in the Bidder's staffing chart.

ADDITIONAL SUBMISSION REQUIREMENTS

- Detailed plan demonstrating the Bidder's capacity to quickly deploy individuals within 5 days of engagement or earlier if possible.
- A preliminary work plan that includes a timeline, significant milestones, and anticipated deliverables.
- Staffing plan demonstrating the qualifications and experience of the Bidder's management, supervisory, and other key personnel assigned to perform work against the resulting contract.
- Price Quotation. See Section V. Evaluation Criteria and Selection Process.

RESUMES of KEY TEAM MEMBERS

The Bidder should provide a resume for each key individual who will perform work against the resulting contract (including executive, middle management, and support personnel) to clearly demonstrate their respective appropriate qualifications, capabilities, and background.

The resumes should indicate the individual's name, title, number of years employed with the bidding organization, and any certifications or licenses held that are germane to performing the requisite tasks. At a minimum, the resume should include:

- demonstrable experience specific to providing the types of services required herein.
- employment history.
- education.
- degrees, professional certifications, and/or licenses; and

- any additional information that would allow the Department to assess the individual's abilities to perform against the contract, including skills relevant to conducting the assessment sought by the Department.

JOINT VENTURES and SUBCONTRACTORS

Two or more consultants may submit a joint quotation. A lead Consultant must be identified. The lead Consultant will be held accountable for contract performance and must maintain all research, notes, draft documents, and financial records for at least five years. Authorized signatories from each party comprising the joint venture must sign the bid quotation cover letter. All quotation submissions (compliance documents, evidence of experience, references, resumes, etc.) must be submitted for every party to the joint venture. The quotation must include a description of the organizational structure of the joint venture with a specific, detailed description of how the Consultants will work together and the key responsibilities of each partner.

Quotations may include a role for subcontractors. The Bidder must provide a detailed description of services to be provided by each subcontractor and/or subconsultant, and descriptions of prior projects in working with the subcontractor and/or subconsultant on similar projects. This information must be included with the quotation to evidence the subcontractor's capabilities and experience.

Detailed resumes should be provided for each member of the subcontractor's management, supervisory, and other key personnel who will perform work against the resulting contract. Such resumes must clearly demonstrate knowledge, ability, and experience relevant to that part of the work that the subcontractor is designated to perform. Subcontractors and subconsultants must also possess a valid New Jersey Business Registration Certificate prior to commencing work under the Contract.

Bidders intending to use subcontractors and/or sub-consulting firms should note that the lead partner retains the sole and absolute responsibility for the management and supervision of all subcontractors and subconsultants to a high quality of service. Additionally, the lead partner assumes sole and absolute responsibility for all payments and monies due to its subcontractors and subconsultants.

CONFLICTS of INTEREST

The Bidder must disclose any potential conflicts of interest regarding the Bidder's performance of the requisite services and the Bidder's relationship with any Department staff member including, but not limited to:

- any firms for which the Bidder, its joint venture partner(s) or subcontractor(s) have provided, or may provide, other related services, including the preparation of applications to the Department.
- representation of a previous or known future applicant to the Department's programs.

IV. SCHEDULE AND SCOPE OF SERVICES

The contract's term will be April 15, 2022 – April 30, 2024. The Consultant shall execute the following tasks:

- Within 5 business days of contract execution, deploy at least one individual to begin oversight of fiscal unit
- Provide technical assistance to DCA staff for daily operations of multiple services areas within HCVP.
- Formulates, with DCA Staff, the HCVP operating budget and budgetary compliance, statutory, regulatory, policy and procedural compliance; explains variances and promotes cost-containment measures. Ensures the timely submission of the HCVP and Housing Assistance Payment (HAP) budget.
- Work with DCA staff with oversight of disbursement of funds.
- Provides DCA staff with technical assistance in administering HCVP Accounting and Record Keeping ensuring the operational and financial integrity of the disbursements of funds, requisition of funds, and accounting systems.
- Assist's DCA staff with development of monthly leasing projections using software/database systems and staff training as they relate to program compliance and efficiencies.
- Studies the impact of ongoing and proposed measures including, but not limited to, measurement and evaluation of workflow in the HCVP, cost and time studies, quality control studies on operations, services and/or procedures, ensures compliance with federal, state and Agency program rules and regulations.
- Generates monthly operating statements for HUD programs, prepares and analyzes written reports summarizing findings and recommendations to increase program efficiency and effectiveness; responsible for generating statistical reports, as necessary.
- Assists DCA staff in implementing solutions or recommendations which have been adopted for problem study. Assists in development of new systems, policies and/or programs for the purpose of implementation.
- Works with DCA staff with staff development and training in assigned areas; trains personnel in completion of standardized activity reports used to connect data regarding designated jobs and that may include, but are not limited to, task analysis and time study.
- Ensure DCA staff has oversight and reasonable assurance that obligations and costs follow applicable laws; and, that funds are safeguarded against waste, loss, unauthorized use, or misappropriation.
- Compiles NJCFS data into a formal acceptable by HUD, including delivery of cost control analysis and integration of data with local rental market trends and the Department of Housing and Urban Development (HUD) data including utility cost analysis.
- Works with State Auditor's office during their review of the audited HUD's Financial Data Schedule (FDS).
- Work with DCA staff and vendors to facilitate weekly subsidy payments
- Review payments for accuracy and report weekly to DCA
- Work with DCA staff and vendors to ensure quality administration of program
- Option to work remotely part of the engagement

V. EVALUATION CRITERIA AND SELECTION PROCESS

It is the Department's intent to conduct a comprehensive, fair, and impartial evaluation of submissions received in response to this RFQ. Only submissions found to be responsive to this RFQ will be evaluated and scored. A responsive submission must comply with all instructions in this RFQ including, but not limited to, the criteria listed below.

All bid submissions must include completed mandatory compliance forms (See Section X, Quotation Submittal).

The following evaluation criteria will be used to evaluate submissions received in response to this RFQ:

- demonstrated understanding of the scope of work. Awareness of implementation challenges and issues.
- demonstrated ability to quickly ramp up and begin administration of the program.
- the quality of the preliminary work plan describing a technical approach for completing the scope of work and a detailed description of all tasks and activities to be undertaken by the Bidder, indicating which tasks, if any, will be delegated to a subcontractor.
- A staffing plan that demonstrates the Bidder's qualifications and experience of the Bidder's management, supervisory, and other key personnel assigned to successfully complete the work.
- the extent and quality of the Bidder's documented experience in successfully providing similar services of comparable size and scope, as evidenced by the narratives submitted.
- the Bidder's price quotation including:
 - a detailed budget with estimated travel costs listed separately.
 - a detailed fixed fee proposal by task and estimated number of billable hours, based on a Preliminary Work Plan.
 - a proposal for billing schedule based on a performance-based contract (per service provided, etc.).

Bidders shall hold their quotation prices firm for a period of ninety days to accommodate the Department's evaluation and award processes.

VI. RESERVATION OF RIGHTS

Upon determination that its best interests would be served, the Department shall have the right to do the following:

1. **Cancellation** - Cancel this procurement at any time before the contract award.
2. **Amendment of procurement** - Amend this procurement at any time before responses are due.
3. **Refusal to accept** - Refuse to accept or return accepted quotations that do not comply with procurement requirements.
4. **Rejection of incomplete quotations** - Reject any quotation in which any part of the quotation is incomplete or in which there are significant inconsistencies or inaccuracies (the State reserves the right to reject all quotations).
5. **Prior contract default** - Reject the quotation of any Bidder in default of any prior contract or for the misrepresentation of material presented.
6. **Reject quotations after stated due date and time** - Reject or refuse to evaluate any quotation that is received after the stated due date and time.
7. **Written clarification** - Require Bidders, at their own expense, to submit written clarification of quotations in a manner or format that the Department may require to resolve minor ambiguities irregularities or clerical errors.
8. **Oral clarification** - Require Bidders, at their own expense, to make oral presentations at a time and in a place selected by the Department, if requested.
9. **Allowance of quotation changes** - Except as may be authorized by the Department, allow no additions or changes to the original quotation after the stated due date and time.
10. **Property of the State** - Own all materials submitted in response to this procurement upon receipt by the Department.
11. **Separate service negotiation** - Negotiate separately any services in any manner needed to serve the best interest of the State.
12. **All or any portion** - Contract for all or any portion of the Scope of Services or tasks contained in this RFQ.
13. **Quotation most advantageous** - Consider cost and all factors in determining the most advantageous quotation for the Department when awarding a Bidder, the right to negotiate a contract with the Department (while cost is a factor in determining the Bidder to be awarded the right to negotiate a contract, price alone shall not determine the successful Bidders).
14. **Technical defects** - Waive minor technical defects, irregularities, and omissions if in its judgment the best interest of the Department will be served.
15. **Privileged and confidential information** - Share the contents of any quotation with any of its designees for purpose of evaluating quotations to make an award (the contents of all meetings including the first, second, and any subsequent meetings and all communications, while negotiating and arriving at the resultant contract periods shall be privileged and confidential).

16. **Best and Final Offers** - Seek Best and Final Offers (BFO) on price from Bidders upon review of the scored criteria.
17. **Unacceptable quotations** - Reopen the bidding process if advantageous to the Department.

VII. BIDDER ASSURANCES

The successful Bidder shall have sole and absolute responsibility for the complete effort specified in and required of the contract. Payment shall be made only to the successful Bidder.

The successful Bidder shall be responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services, or commodities required under the contract. The successful Bidder shall comply with all program requirements, and applicable laws and regulations. Without additional compensation, the successful Bidder shall correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the successful Bidder of responsibility for the technical adequacy of its work. The review, approval, and acceptance of or payment for any of the services shall not be construed as a waiver of any rights that the Department may have arising out of the successful Bidder's performance of this contract.

The Bidder agrees to the following:

1. **Independent price determination** - By submission of a quotation and through assurances given in its Transmittal Letter, the Bidder certifies that in connection with this procurement the following requirements have been met:
 - **Costs** - The costs proposed have been arrived at independently, without consultation, communication, or agreement for restricting competition, as to any matter relating to such process with any other organization or with any competitor.
 - **Disclosure** - Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the Bidder on a prior basis directly or indirectly to any other organization or to any competitor.
 - **Competition** - No attempt has been made or will be made by the Bidder to induce any person or firm to submit or not submit a quotation for restricting competition.
 - **Prior knowledge** - The Bidder has no prior knowledge of the RFQ contents before actual receipt of this RFQ and had no part in RFQ development.
 - **Offer of gratuities** - The Bidder certifies that no elected or appointed official or employee of the State of New Jersey has or will benefit financially or materially from this procurement. Any resultant contracts may be terminated by the State if it is determined that gratuities of any kind were either offered to or received by any of the officials, the Consultant Firm, its agent(s), or its employees.

2. **Valid and binding offer** - The quotation represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFQ and any amendments or attachments hereto.
3. **Press releases and advertising** - The Bidder agrees to obtain prior written consent and approval of the Department for press releases that relate in any manner to this RFQ or any resultant contracts. The Bidder agrees to obtain prior written consent and approval of the Department to use any names, logos, images, data, or results arising from this contract as a part of any commercial advertising.
4. **Restrictions on communications with Department staff** - The Bidder agrees that from the RFQ posting/release date until the Department makes an award that it shall not communicate with Department staff on matters relating to this RFQ except as provided herein. Any other communication concerning this RFQ with Department staff may, at the decision of the Department, result in disqualification of that Bidder's quotation.

VIII. AWARD (AMENDED SECTION)

It is the intent of the Department to award a contract to expire on or about **April 30, 2024**, for these Consulting Services. Prices, terms, and conditions shall remain firm throughout the initial term of the contract and any extensions thereto. This is an estimated two-year engagement. Should the Department require additional need for consulting services, at its option the Department may seek to expand the term and amount of this contract. The Department reserves the right to select two (2) or more vendors, as needed, which may include, but not limited to performing other duties as needed.

The Department will notify all Bidders of any award issued by it, as a result of this RFQ. A final decision on the winning Bidder will be made no later than five days following the quotation submittal deadline. The contract award will be made to the Bidder whose bid quotation conforms to this RFQ, is most advantageous to the Department with price and other factors considered, and best aligns with the work of the Department. The Bidder must be capable and available to begin performing the work required by this RFQ as noted in Section IV. Scope of Services.

IX. INSURANCE

The selected Bidder shall maintain professional liability insurance in amounts/limits that the Department dictates are reasonable and adequate to protect the Department from acts, omissions, and negligence on the part of the firm and/or of its partners, attorneys, or employees.

The Bidder shall furnish the Department with original certificates of insurance naming the Department as an additional insured and evidencing such coverage dictated by the Department on the effective date of the contract resulting from this RFQ.

If the Bidder fails to provide complete and adequate evidence of insurance coverage, the Department reserves the right to rescind its offer and award the contract to an alternate Bidder.

X. QUOTATION SUBMITTAL

The State of New Jersey and the Department of Community Affairs assume no liability for payment of expenses incurred by Bidders in preparing and submitting quotations in response to this procurement.

Questions regarding this RFQ, including questions regarding exceptions to the State of New Jersey Standard Terms and Conditions, must be submitted to elena.gaines@dca.nj.gov by 1:00 PM on March 31, 2022. Responses to questions will be posted on DCA's website by 5:00 PM on March 31, 2022.

Quotations with all supporting material must arrive by **12:00 PM on April 18, 2022**.

Submissions must be sent to:

Elena Gaines

Elena.gaines@dca.nj.gov

DCA cannot accept attachments of more than 10 MB in size. Transmit files using a secure file transfer system if an attachment exceeds this limit.

All bid submissions must include completed mandatory compliance forms, which include:

- Ownership Disclosure
- Disclosure of Investigations and Other Actions Involving Vendor
- Disclosure of Investment Activities in Iran
- MacBride Principles
- Source Disclosure
- Business Registration Certificate
- Affirmative Action Compliance
- Evidence of Insurance
- State of New Jersey Standard Terms and Conditions
- Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions

These documents can be found at the following links:

- <https://www.state.nj.us/treasury/purchase/forms.shtml>
- [Waiver and DPA Contract Checklist.pdf](#)

It is the bidding firm's sole responsibility to ensure that all required documentation and submissions indicated by this RFQ are included with the bid quotation. A quotation cannot be reviewed and evaluated unless and until all required information is received. Failure to provide all items as indicated in this document, in the level of detail specified, may prevent the Department from effectively and accurately evaluating the quotation and may result in rejection of the quotation.

Bidders should be aware that responses to this RFQ will be available, upon request, for public inspection. The Department, as an instrumentality of the State of New Jersey, is subject to the New Jersey Open Public Records Act (N.J.S.A. 47:1A-1) and New Jersey Right-to-Know statutory law and relevant case law.

**Notice of Executive Order 166 Requirement for Posting of Winning Proposal
and Contract Documents**

Pursuant to Executive Order No. 166, signed by Governor Murphy on July 17, 2020, the Office of the State Comptroller (“OSC”) is required to make all approved State contracts for the allocation and expenditure of COVID-19 Recovery Funds available to the public by posting such contracts on an appropriate State website. Such contracts will be posted on the New Jersey transparency website developed by the Governor’s Disaster Recovery Office (GDRO Transparency Website).

The contract resulting from this RFQ is subject to the requirements of Executive Order No. 166. Accordingly, the OSC will post a copy of the contract, including the RFQ, the winning bidder’s proposal and other related contract documents for the above contract on the GDRO Transparency website.

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

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