

LFRF Questions with State Responses

- 1. Would the State agree to modify SSTC, Section 4.1.A, Indemnification, page 7, as follows, in order to clarify the indemnity obligations?**

Indemnification for Third Party Claims - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from (a) bodily, death, or damage to real or tangible personal property, to the extent caused by the contractor's negligence or intentional misconduct, or (b) infringement of third party intellectual property rights by the work and/or materials supplied under this contract, including liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract;

Response: The State does not accept this proposed modification

- 2. Would the State consider the following changes to Waivered Contracts Supplement to the SSTC, Section III(B), Limitation of Liability for Professional Services Contracts, page 3?**

Limitation of Liability for Professional Services Contracts

Section 4.0 Indemnification and Insurance of the SSTC is supplemented with the following:

4.3 LIMITATION OF LIABILITY

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

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

The Contractor's indemnification obligation is not limited by but is in addition to the insurance obligations. The Contractor shall not be liable for special, consequential, or incidental damages.

Response: The State does not accept this proposed modification.

- 3. Would the State be willing to consider the following clarifications to SSTC, Section 4.2, Insurance, page 7, where such clarifications are intended to align the insurance requirements with typical insurance policies of national service organizations, as follows?**

The contractor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A-VIII or better rating by A.M. Best & Company or the equivalent rating from another nationally recognized ratings provider. All policies must be endorsed to provide 30 days' written notice of cancellation or adverse material change to the State of New Jersey at the address shown below unless replacement coverage meeting the terms and conditions

hereunder are obtained without lapse. The contractor shall provide the State with current industry standard ACORD certificates of insurance for all coverages and renewals thereof. Renewal certificates shall be provided within 3 days of the expiration of the insurance. The contractor shall not begin to provide services or goods to the State until evidence of the required insurance is provided. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance & Audit Unit, P.O. Box 236, Trenton, New Jersey 08625 in the Certificate Holder box. The certificates and any notice of cancelation shall be emailed to the State at:

cca.certificate@treas.nj.gov

The insurance to be provided by the contractor shall be as follows:

Occurrence Form Commercial General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence for bodily injury and property damage. The above required Commercial General Liability Insurance policy or its equivalent shall include the State, its officers, and employees as "Additional Insureds" with respect to Contractor's acts or omissions in performance under this Agreement and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic Commercial General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage; Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per accident as a combined single limit. The State must be included as an "Additional Insured" with respect to Vendor (Contractor's) acts or omissions in performance under this Agreement and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the State's behalf or on State controlled property;

Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

\$1,000,000 BODILY INJURY, EACH OCCURRENCE;

\$1,000,000 DISEASE EACH EMPLOYEE; and

\$1,000,000 DISEASE AGGREGATE LIMIT.

Response: The State does not accept this proposed modification.

- 4. Would the State be willing to consider the following clarifications to the Waivered Contracts Supplement to the SSTC, Section III(A), Insurance for Professional Services Contracts, page 3, where such clarifications are intended to align the insurance requirements with typical insurance policies of national service organizations, as follows?**

Insurance for Professional Services Contracts

Section 4.2 Insurance of the SSTC is supplemented with the following:

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 of the professional obligations performed pursuant to the requirements of this Contract. The insurance shall be in the amount of not less than \$1,000,000 per claim 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 this Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance, and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

Response: The State agrees to this modification amending the amount of professional liability insurance to \$1,000,0000 per claim. This amendment shall apply it to any contracts awarded under this RFQ only.

5. Would the State agree to add the following additional provision to SSTC, Section 5.11, Performance Guarantee of Contractor, page 10?

Contractor shall have no obligation to make warranty modifications attributable to: (i) modification of the products or services other than by Contractor or its subcontractors, or use thereof in a manner not contemplated by this Contract (ii) the State's failure to use any corrections or modifications made available by Contractor; (iii) a failure to fulfill any State obligation under the Quote or with respect to such product or service; (iv) the State's failure to reasonably cooperate with Contractor in the resolution of the defect; (v) the quality or integrity of data from other automated or manual systems with which the product or service interfaces; (vi) hardware or software that is supplied by a third party to the State; or (vii) hardware, software, networks or systems not a part of the product which is inadequate to allow proper operation of the product.

Response: The State does not accept this proposed modification.

6. Would the State consider the following changes to SSTC, Section 5.6, Suspension of Work, page 9?

The State may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time, not to exceed 60 days. The contractor shall be paid for goods ordered, goods delivered, or services requested and performed until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing, subject to a mutually agreeable Change Order. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director shall make an equitable adjustment, if any is required, to the contract price. The contractor shall provide whatever information that Director may reasonably require related to the equitable adjustment.

Response: The State does not accept this proposed modification.

7. Would the State agree to the following change to SSTC, Section 5.7(B), Termination of Contract – For Cause, page 9?

Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to cure during such ten (10) days; and

Response: The State accepts this proposed modification and it shall apply to any contracts awarded under this RFQ only.

8. Would the State agree to replace the word "immediately" with the word "promptly" in SSTC, Section 5.11(f), Performance Guarantee of Contractor, page 11?

During the warranty period the contractor shall replace promptly any material which is rejected for failure to meet the requirements of the contract; and

Response: The State does not accept this proposed modification

- 9. Would the State be willing to clarify that this is a Professional Services Contract for the purposes of determining the applicability of certain terms in the Waivered Contracts Supplement?**

Response: The State is unable to answer this question without knowing the specific terms being referenced.

- 10. Would the State be willing to clarify that this is a Professional Services Contract for the purposes of determining the applicability of certain terms in the Waivered Contracts Supplement?**

Response: The State is unable to answer this question without knowing the specific terms being referenced.

- 11. Regarding the scope of work, how many requests for assistance has the GDRO received?**

Response: The State has not yet conducted outreach to counties/municipalities concerning the services contemplated in this RFQ. However, the State estimates between 20 to 40 engagements may be requested.

- 12. Does the Department prefer that the bidder provide the state-supplied pricing sheet as a separate excel attachment as part of our quote submission? Or would the Department prefer the state-supplied pricing sheet to be provided as a PDF within our Quote proposal document?**

Response: The State prefers that the pricing sheet be provided as a PDF within the Quote proposal document.

- 13. Does the population of counties and municipalities requiring consulting services include all Nonentitlement Entities receiving funding through the State?**

Response: Yes, Nonentitlement Entities provided Local Fiscal Recovery Funds distributed through the State may request the services described in the RFQ

- 14. Does the NJDCA have a comprehensive list of counties and municipalities that are subject to this RFQ?**

Response: Yes, the list of New Jersey's Non-Entitlement Units of Local Government provided Local Fiscal Recovery Funds distributed through the State can be found on the US Treasury website found at [List of Local Governments.xlsx \(live.com\)](#)

- 15. What is the estimated total amount of CLFRF awards that is subject to grant management under this RFQ?**

Response: The aggregate amount U.S. Treasury awarded to New Jersey's Non-Entitlement Units of Local Government was \$578,121,375.

- 16. Does the NJDCA anticipate a need for the services to be performed on-site?**

Response: While most work can be completed remotely, there may be instances requiring the firm to perform on-site work depending on the scope of services requested.

17. Approximately how many counties / municipalities (or total CLFRF) will be issued under each task order?

Response: The number of counties/municipalities issued under each task order will depend on the demand for services. The State shall issue task orders in the manner described in the RFQ.

18. How will the selected firm be given access to grant information?

Response: The firm will be provided access to grant information in a manner suitable and acceptable to the counties/municipalities requesting services through this RFQ.

19. Is there a preference for the method used to transfer grant related information electronically (ShareFile, email, etc.)?

Response: The firm will be provided access to grant information in a manner suitable and acceptable to the counties/municipalities requesting services through this RFQ.

20. Is there an incumbent for these services?

Response: There are no firms awarded contracts or currently providing services under this RFQ.

21. Is NJDCA seeking a Not-To-Exceed billing type engagement or will a fixed amount of hours allotted for each task order?

Response: Each task order will include a Not-To-Exceed amount related to the engagement(s).

22. Would the State consider narrowing indemnification clause to third party claims arising from death, bodily injury, damage to tangible property and intellectual property infringement?

Response: The State does not accept this proposed modification.

23. Would the State allow a cure period sufficient to address the default by deleting the following:

C. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond; and

Response: Answered previously, see State's response to question #8.

24. As it relates to SSTC section 5.23 Confidentiality, would the State consider the below revision to narrow the definition of confidentiality?

C. The State's Confidential Information shall consist of all information or data contained in documents supplied by the State, any information or data gathered by the Contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not);

Response: The State does not accept this proposed modification.

25. As it relates to SSTC section 5.23 Confidentiality, would the State consider the below revision to expand where we may be required to provide State Confidential Information?

H. Notwithstanding the requirements of nondisclosure described in this Section, either party may release the other party's Confidential Information:

(i) if directed to do so by a court or arbitrator of competent jurisdiction; or

(ii) pursuant to law or a lawfully issued subpoena or other lawful document request:

(a) in the case of the State, if the State determines the documents or information are subject to disclosure and Contractor does not exercise its rights as described in Section 5.23(F), or if Contractor is unsuccessful in defending its rights as described in Section 5.23(F); or

(b) in the case of Contractor, if Contractor determines the documents or information are subject to disclosure and the State does not exercise its rights described in Section 5.23(G), or if the State is unsuccessful in defending its rights as described in Section 5.23(G).

(iii) in the case of Contractor, if disclosure is required under applicable professional standards.

Response: The State does not accept this proposed modification.

26. As it relates to SSTC Section 7.0, can you confirm if this contract will be federally funded?

Response: Yes, this contract will be federally funded using American Rescue Plan funds received by the State.

27. Would the State consider the following modification for clarity?

D. Professional Liability Insurance: When it is common to the contractor's profession to do so, 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 \$1,000,000 ~~per claim 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.

Response: Answered previously, see the State's response to question #5.

28. Can you provide the expected scope (e.g. number of counties/municipalities per contractor)?

Response: No, each county/municipality requesting services will need define the scope of services, within the parameters established and described in the RFQ, that are unique to its needs prior to the State issuing a task order to commence an engagement.

29. On average how many programs does each county/municipality have?

Response: The requested information is unknown at this time as it will be unique to each county/municipality requesting services.

30. Would the awarded contractor(s) report directly to the GDRO, DCA, or both?

Response: GDRO will serve as the State Contract Manager with respect to this contract.

31. Does an internal portal already exist for counties and municipalities to request assistance? If not, does DCA expect the vendor to support with setting-up a portal?

Response: Yes, the portal can be found using this link: <https://nj.gov/covid19oversight/lfrf.shtml>

32. Have you recently engaged a grants management firm to assist with grant management services?

Response: There are no firms awarded contracts or currently providing services under this RFQ.

33. The RFQ notes that services may be provided remote or in person. If in person, where would the in-person office location be – at the DCA facility or at the individual municipality's facility?

Response: While most work can be completed remotely, there may be instances requiring the firm to perform on-site work depending on the scope of services requested. If warranted, the on-site work would mostly likely be performed at the county/municipality location that requested services.

34. Will the State develop and host the program portal or does the State intend for the portal to be a task under the contract?

*Response: The State has developed an Information Hub on its website where counties/municipalities may request services pursuant to the RFQ. Use this link to access the website:
<https://nj.gov/covid19oversight/lfrf.shtml>*

35. Will the State provide the document management and retention system for the program?

Response: No, the firm and the county/municipality will be required to develop and maintain a suitable and appropriate document management and retention system in performance of the tasks enumerated by task order under the contract.

36. Should all inclusive hourly rates include costs for travel, or will the State identify travel needs during the task order process in order to provide cost efficiencies for remote support provided?

Response: The State will identify travel needs in task orders issued to perform services.

37. Will the State please share the evaluation criteria and predetermined weights that will be used in the evaluation process?

Response: The criteria used to evaluate the technical proposals shall include: Personnel, Experience, and Ability of Firm to Complete Services.

38. Are all counties and municipalities throughout the State able to request assistance? Or is assistance limited to a subset of counties and municipalities?

Response: Answered previously, see State's response to question #12.

39. Is the State currently providing the services requested under this RFQ to counties and municipalities? If so, can the State provide details on the volume and type of assistance requested by counties and

municipalities?

Response: Answered previously, see response to question #19.

40. As it applies to the terms and conditions, we request the following. We would also request that the State issue a revised attachment for execution upon submission.

Waiver Supplement to Standard Terms and Conditions:

III. ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES CONTRACTS

B. LIMITATION OF LIABILITY FOR PROFESSIONAL SERVICES CONTRACTS

We would request the limitation of liability to be 200% of the task order value as the value of the contract will be determined by the quantity of task orders issued to Hagerty.

IV. ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL INFORMATION TECHNOLOGY CONTRACTS

We would request this section be removed in whole as this is not an information technology contract.

Response: The State does not accept this proposed modification

41. ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL INFORMATION TECHNOLOGY CONTRACTS WHICH INCLUDE SOFTWARE AS A SERVICE (SAAS)/CLOUD SOLUTION

Vendor would request this section be removed in whole as this is not a software as a service contract.

Response: The State does not accept this proposed modification.