

**STATE OF NEW JERSEY**  
**DEPARTMENT OF COMMUNITY AFFAIRS**  
**Disaster Recovery & Mitigation**

Governor Philip Murphy

Lt. Governor Sheila Y. Oliver

**AGENCY REQUEST FOR QUOTE**

**Request for Quote (RFQ) for Ida**  
**Environmental Services**



**March 2023**

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Exhibit A – State-Supplied Price Sheet

## **1.0 INTRODUCTION AND SUMMARY OF THE RFQ**

This Request for Quote (“RFQ”) is issued by the Department of Community Affairs (“DCA”), Division of Disaster Recovery and Mitigation (“Division”), to contract with firms to perform Tier Two environmental reviews for DCA’s Hurricane Ida Housing Recovery Programs.

### **1.1 PURPOSE AND INTENT**

This solicitation describes the distinct Scope of Work that will address the needs for environmental review services. It is the intent of the DCA to award up to four (4) contracts to those responding bidders whose quotes conforming to this RFQ are most advantageous to the State of New Jersey (“State”), price and other factors considered.

The State of New Jersey Standard Terms and Conditions (SSTCs) included with this RFQ will apply to all Contracts with the State. 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.

It is the State’s intent to ensure that all work performed pursuant to this RFQ is compliant with the regulations and programmatic conditions relevant to that source of funding.

### **1.2 BACKGROUND**

The DCA will use this RFQ to hire Contractors to provide services for recovery from Hurricane Ida. The U.S. Department of Housing and Urban Development (“HUD”) allocated \$228,346,000 in Community Development Block Grants – Disaster Recovery (“CDBG-DR”) funds to the State to support long-term recovery and mitigation efforts following Hurricane Ida (DR-4614) through the Federal Register Notice FR-6326-N-01, available through the Disaster Relief Supplemental Appropriations Act of 2022 for major disasters that occurred in 2020 and 2021 (Public Law 117-43) and approved on September 30, 2021 (the Appropriations Act). Recovery activities, as presented in the State’s Action Plan for Tropical Storm Ida, will be focused in the seven (7) counties that have been designated by HUD as the Most Impacted and Distressed (“MID”) communities (Bergen, Essex, Hudson, Middlesex, Passaic, Somerset and Union) and the five (5) counties designated by the State as MIDs (Gloucester, Hunterdon, Mercer, Morris and Warren) that received federal disaster declarations and were eligible for FEMA individual assistance.

Two specific CDBG-DR funded programs that will be a focus of the tasks included in this RFQ are the Homeowner Assistance and Recovery Program (“HARP”) and the Small Rental Repair Program (“SRRP”), with allocations by DCA of \$77,088,700 and \$25,000,000, respectively. HARP will provide grants to eligible homeowners for the restoration of their storm-damaged homes that may include rehabilitation, reconstruction, elevation and/or mitigation. The mitigation activities could include structural and utility retrofits to make the building more resistant to floods, grading and slope stabilization, and drainage improvements. The SRRP will provide zero-interest loans to owners of rental properties of up to seven (7) units that require rehabilitation because of damage from Ida. SRRP will restore or create affordable rental units in MIDs and help to alleviate blight in those areas.

### **1.3 ORDER OF PRECEDENCE OF CONTRACTUAL TERMS**

The Contract awarded, and the entire agreement between the parties as a result of this RFQ shall consist of: (1) the final RFQ, (2) the State of New Jersey Standard Terms and Conditions, (3) the Quote, and if applicable (4) any Bidder responses to clarifications; (5) a Bidder’s Best and Final Offer, (6) other negotiated document, and/or (7) third party document. In the event of a conflict in the terms and conditions among the documents comprising this Contract, the order of precedence, for purposes of interpretation thereof, listed from highest ranking to lowest ranking as noted above.

Any other terms or conditions, not included with the Bidder’s Quote and accepted by the State, shall not be incorporated into the Contract awarded. Any references to external documentation, including those documents referenced by a URL, including without limitation, technical reference manuals, technical support policies, copyright notices, additional license terms, etc., are subject to the terms and conditions of the RFQ and the State of New Jersey Standard Terms and Condition. In the event of any conflict between the terms of a document incorporated by reference the terms and conditions of the RFQ and the State of New Jersey Standard Terms and Condition shall prevail.

## 2.0 PRE-QUOTE SUBMISSION

### 2.1 QUESTION AND ANSWER PERIOD

Questions should be directly tied to a RFQ Section, the Price Sheet, Form or Attachment; and should reference the specific RFQ Section or document to which it relates.

Bidders shall submit their questions via email to:

DRM.Solicitations@dca.nj.gov

The cut-off date for questions and inquiries relating to this RFQ is March 17, 2023 at 2:00 PM. If questions are posed by Bidders, answers to such questions will be posted on the DCA/ DRM website as a Bid Amendment and become part of the RFQ.

A Bidder shall not contact the Using Agency and/or the Procurement Specialist directly, in person, by telephone or by e-mail, concerning this RFQ, prior to Contract award.

### 2.2 EXCEPTIONS TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS (“SSTC”)

Questions regarding the State of New Jersey Standard Terms and Conditions and exceptions to mandatory requirements MUST be posed during the Question and Answer period and shall contain the Bidder’s suggested changes and the reason(s) for the suggested change(s).

### 2.3 BID AMENDMENTS

If it becomes necessary to clarify or revise this RFQ, such clarification or revision will be by Bid Amendment. Any Bid Amendment will become part of this RFQ and part of any Contract awarded.

It is the sole responsibility of the Bidder to be knowledgeable of all Bid Amendments related to this procurement.

### 2.4 PRE-QUOTE DOCUMENT REVIEW

In addition to the State’s required contractual forms, the following are available documents that a Bidder needs to review to prepare and submit accurate and comprehensive Quotes:

[Action Plan for the State of New Jersey Hurricane Ida](#)

[Draft Programmatic Agreement](#)

### 3.0 QUOTE SUBMISSION REQUIREMENTS

#### 3.1 QUOTE SUBMISSION

To be considered for award, the Quote must be received electronically at DCA no later than 5:00 PM on March 30, 2023, using the following email and business address.

Bidders may submit quotes via email to DRM.Solicitations@dca.nj.gov or deliver “hard copies” to:

Elizabeth Mackay  
Department of Community Affairs  
Division for Disaster Recovery and Mitigation, 6<sup>th</sup> Floor  
101 South Broad Street  
Trenton, New Jersey 08625

#### 3.2 BIDDER RESPONSIBILITY

The Bidder assumes sole responsibility for the complete effort required in submitting a Quote in response to this RFQ. No special consideration will be given after Quotes are opened because of a Bidder’s failure to be knowledgeable as to all the requirements of this RFQ. The State assumes no responsibility and bears no liability for costs incurred by a Bidder in the preparation and submittal of a Quote in response to this RFQ or any pre-contract award costs incurred.

#### 3.3 JOINT VENTURE

If a Joint Venture is submitting a Quote, the agreement between the parties relating to such Joint Venture should be submitted with the Joint Venture’s Quote. Authorized signatories from each party comprising the Joint Venture must sign the Offer and Acceptance Page. Each party to the Joint Venture must individually complete and comply with all the forms and certification requirements in *RFQ Section 3 – Quote Submission Requirements*.

#### 3.4 BIDDER ADDITIONAL TERMS SUBMITTED WITH THE QUOTE

A Bidder may submit additional terms as part of its Quote. Additional terms are Bidder-proposed terms or conditions that do not conflict with the scope of work required in this RFQ, the terms and conditions of this RFQ, or the State of New Jersey Standard Terms and Conditions. Bidder-proposed terms or conditions that conflict with those contained the State of New Jersey Standard Terms and Conditions will render a Quote non-responsive. It is incumbent upon the Bidder to identify and remove its conflicting proposed terms and conditions prior to Quote submission.

Quotes including Bidder proposed additional terms may be accepted, rejected, or negotiated, in whole or part, at the State’s sole discretion.

If Bidder intends to propose terms and conditions that conflict with the State of New Jersey Standard Terms and Conditions, those Bidder proposed terms and conditions shall only be considered if submitted and agreed to pursuant to the electronic question and answer procedure.

#### 3.5 QUOTE CONTENT

The Quote should be submitted with the attachments organized in following manner:

- Forms
- Technical Quote
- State-Supplied Price Sheet

#### 3.6 FORMS, REGISTRATIONS AND CERTIFICATIONS TO BE SUBMITTED WITH QUOTE

The following link will take you to the necessary forms, as described further in Section 3.6

<https://www.state.nj.us/treasury/purchase/forms.shtml>

See also the Checklist for Waivers for necessary information.

[Waiver and DPA Contract Checklist.pdf \(nj.gov\)](#)

### **3.6.1 OWNERSHIP DISCLOSURE FORM**

Pursuant to N.J.S.A. 52:25-24.2, in the event the Bidder is a corporation, partnership or limited liability company, the Bidder must disclose all 10% or greater owners by (a) completing and submitting the Ownership Disclosure Form with the Quote; (b) if the Bidder has submitted a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Quote submission deadline for this procurement, the Division may rely upon that form; however, if there has been a change in ownership within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Quote; or, (c) a Bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

A Bidder's failure to submit the information required by N.J.S.A. 52:25-24.2 will result in the rejection of the Quote as non-responsive and preclude the award of a Contract to said Bidder.

### **3.6.2 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

The Bidder should submit Disclosure of Investment Activities in Iran form to certify that, pursuant to N.J.S.A. 52:32-58, neither the Bidder, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Bidder, nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Bidder is unable to so certify, the Bidder shall provide a detailed and precise description of such activities as directed on the form. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State's request, or the State may deem the Quote non-responsive.

### **3.6.3 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM**

The Bidder should submit the Disclosure of Investigations and Other Actions Involving Bidder Form, with its Quote, to provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State's request, or the State may deem the Quote non-responsive.

### **3.6.4 MACBRIDE PRINCIPLES FORM**

The Bidder should submit the MacBride Principles Form. Pursuant to N.J.S.A. 52:34-12.2, a Bidder is required to certify that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State's request, or the State may deem the Quote non-responsive.

### **3.6.5 SERVICE PERFORMANCE WITHIN THE UNITED STATES**

The Bidder should submit a completed Source Disclosure Form. Pursuant to N.J.S.A. 52:34-13.2, all Contracts primarily for services shall be performed within the United States. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State's request, or the State may deem the Quote non-responsive.

### **3.6.6 CONFIDENTIALITY/COMMITMENT TO DEFEND**

Pursuant to the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 et seq., or the common law right to know, Quotes can be released to the public in accordance with N.J.A.C. 17:12-1.2(b) and (c).

The Bidder should submit a completed and signed Confidentiality /Commitment to Defend Form with the Quote. If the Bidder does not submit the Confidentiality form with the Quote, the State reserves the right to request that the Bidder submit the form after Quote submission.

After the opening of sealed Quotes, all information submitted by a Bidder in response to a RFQ is considered public information notwithstanding any disclaimers to the contrary submitted by a Bidder. Proprietary, financial, security and confidential information may be exempt from public disclosure by OPRA and/or the common law when the Bidder has a good faith, legal/factual basis for such assertion.

When the RFQ contains a negotiation component, the Quote will not be subject to public disclosure until a notice of intent to award a Contract is announced.

As part of its Quote, a Bidder may request that portions of the Quote be exempt from public disclosure under OPRA and/or the common law. The Bidder must provide a detailed statement clearly identifying those sections of the Quote that it claims are exempt from production, and the legal and factual basis that supports said exemption(s) as a matter of law. The State will not honor any attempts by a Bidder to designate its price sheet, price list/catalog, and/or the entire Quote as proprietary and/or confidential, and/or to claim copyright protection for its entire Quote. If the State does not agree with a Bidder's designation of proprietary and/or confidential information, the State will use commercially reasonable efforts to advise the Bidder. Copyright law does not prohibit access to a record which is otherwise available under OPRA.

The State reserves the right to make the determination as to what to disclose in response to an OPRA request. Any information that the State determines to be exempt from disclosure under OPRA will be redacted.

In the event of any challenge to the Bidder's assertion of confidentiality that is contrary to the State's determination of confidentiality, the Bidder shall be solely responsible for defending its designation, but in doing so, all costs and expenses associated therewith shall be the responsibility of the Bidder. The State assumes no such responsibility or liability.

In order not to delay consideration of the Quote or the State's response to a request for documents, the State requires that Bidder respond to any request regarding confidentiality markings within the timeframe designated in the State's correspondence regarding confidentiality. If no response is received by the designated date and time, the State will be permitted to release a copy of the Quote with the State making the determination regarding what may be proprietary or confidential.

### **3.6.7 SUBCONTRACTOR UTILIZATION PLAN**

For a Quote that does NOT include the use of any Subcontractors, the Bidder is automatically certifying that, if selected for an award, the Bidder will be performing all work required by the Contract.

If it becomes necessary for the Contractor to substitute a Subcontractor, add a Subcontractor, or substitute its own staff for a Subcontractor, the Contractor will identify the proposed new Subcontractor or staff member(s) and the work to be performed. The Contractor shall forward a written request to substitute or add a Subcontractor or to substitute its own staff for a Subcontractor to the State Contract Manager for consideration. The Contractor must provide a completed Subcontractor Utilization Plan, a detailed justification documenting the necessity for the substitution or addition and resumes of its proposed replacement staff or of the proposed Subcontractor's management, supervisory, and other key personnel that demonstrate knowledge, ability, and experience relevant to that part of the work which the Subcontractor is to undertake. The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the Contractor in its Quote. The State Contract Manager will forward the request to the Director for approval.

NOTE: No substituted or additional Subcontractors are authorized to begin work until the Contractor has received written approval from the DCA.



### **3.6.8 PAY TO PLAY PROHIBITIONS**

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51), the State shall not enter into a Contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods.

Prior to awarding any Contract or agreement to any Business Entity, the Business Entity proposed as the intended Contractor of the Contract shall submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. Failure to submit the required forms will preclude award of a Contract under this RFQ.

Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the Contract, and any extension(s) thereof, at the time any such contribution is made.

### **3.6.9 AFFIRMATIVE ACTION**

The intended Contractor and its named Subcontractor(s) must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. If the Contractor and/or its named Subcontractor(s) are not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval, it/they must complete and submit the Affirmative Action Employee Information Report (AA-302). Information, instruction, and the application are available at [https://www.state.nj.us/treasury/contract\\_compliance/index.shtml](https://www.state.nj.us/treasury/contract_compliance/index.shtml).

### **3.6.10 BUSINESS REGISTRATION**

In accordance with N.J.S.A. 52:32-44(b), a Bidder and its named Subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a Contract.

### **3.6.11 CERTIFICATON REGARDING PROHIBITED ACTIVITIES WITH RUSSIA OR BELARUS**

The Bidder should submit the Disclosure of Prohibited Activities in Russia / Belarus Form. Pursuant to P.L.2022, c. 3, a person or entity seeking to enter into or renew a contract for the provision of goods or services shall certify that it is not Engaging in Prohibited Activities in Russia or Belarus as defined by P.L.2002, c. 3, sec. 1(e). If the Contractor is unable to so certify, the Contractor shall provide a detailed and precise description of such activities.

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90<sup>th</sup> day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

### **3.7 TECHNICAL QUOTE**

The Bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work. The Bidder must set forth its understanding of the requirements of this RFQ and its approach to successfully complete the Contract. The Bidder should include the level of detail it determines necessary to assist the Evaluation Committee in its review of the Bidder's Quote.

### **3.8 MANAGEMENT OVERVIEW**

The Bidder shall set forth its overall technical approach and plans to meet the requirements of the RFQ in a narrative format. This narrative should demonstrate to the Evaluation Committee 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. The narrative should

demonstrate that the Bidder's approach and plans to undertake and complete the Contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFQ tasks and subtasks are strongly discouraged, as they do not provide insight into the Bidder's approach to complete the Contract. The Bidder's response to this section shall demonstrate to the Evaluation Committee that the Bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable, and appropriate, and that the Bidder's Quote will lead to successful Contract completion.

### **3.9 CONTRACT MANAGEMENT**

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

### **3.10 CONTRACT SCHEDULE**

The Bidder should identify the Contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology.

After award, the Contractor shall provide a project schedule as engagements arise, within the context of the suggested Contract schedule. If key dates are a part of this RFQ, the Bidder's schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule should also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

### **3.11 MOBILIZATION PLAN**

It is essential that the State have quick use of the functionality this Contract is to provide. Therefore, each Bidder shall include as part of its Quote a mobilization plan, beginning with the date of notification of Contract award and lasting no longer than fourteen (14) calendar days.

Within five (5) business days of Contract award, the Contractor shall conference with the DCA for a "kick-off" meeting. The kick-off meeting may be virtual, at the request of the Contractor. The DCA will then issue the Notice to Proceed ("NTP"). This meeting shall include discussion of, at minimum:

1. Blanket P.O. Contract intent and Scope of Work;
2. The Contract mobilization plan (see below);
3. Proper methods and channels of communication between the Contractor and the SCM;
4. Development and finalization of status reporting forms and mechanisms; and
5. Additional topics deemed necessary by the SCM.

Such mobilization plan should include the following elements:

- A. A detailed timetable for the mobilization period of ten (10) to fifteen (15) business days from NTP. This timetable should be designed to demonstrate how the Bidder will have the personnel and equipment it needs to begin work on the Contract up and operational from the date of notification of award;
- B. The Bidder's plan for the deployment and use of management, supervisory or other key personnel during the mobilization period. The plan should show all management, supervisory and key personnel that will be assigned to manage, supervise, and monitor the Bidder's mobilization of the Contract within the period of ten (10) to fifteen (15) business days. The Bidder should clearly identify management, supervisory or other key staff that will be assigned only during the mobilization;
- C. The Bidder's plan for recruitment of staff required to provide all services required by the RFQ on the Contract start date at the end of the mobilization period covering ten (10) to fifteen (15) business days. In the event the Bidder must hire management, supervisory and/or key personnel if awarded the Contract, the Bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the Contract term; and
- D. The Bidder's plan for the purchase and distribution of equipment, inventory, supplies, materials, etc. that will be required to begin work on the Contract on the required start date.

### **3.12 ORGANIZATIONAL EXPERIENCE**

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 capabilities to perform the services required by this RFQ. The Bidder should include the level of detail it determines necessary to assist the Evaluation Committee in its review of Bidder's Quote.

### **3.13 LOCATION**

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

### **3.14 ORGANIZATION CHARTS**

The Bidder should include an organization chart, with names showing management, supervisory and other key personnel (including Subcontractor management, supervisory, or other key personnel) to be assigned to the Contract. The chart should include the labor category and title of each such individual.

### **3.15 RESUMES**

Detailed resumes should be submitted for all management, supervisory, and key personnel to be assigned to the Contract. Resumes should emphasize relevant qualifications and experience of these individuals in successfully completing Contracts of a similar size and scope to those required by this RFQ.

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

### **3.16 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE**

The Bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the Bidder's ability to successfully complete services like those required by this RFQ. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFQ. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFQ. For each such contract listed, the Bidder should provide two (2) names and telephone numbers of individuals for contracting party. Beginning and ending dates should also be given for each contract.

The Bidder must provide details of any negative actions taken by other contracting entities against them while performing these projects including, but not limited to, receipt of letters of potential default, default, cure notices, termination of services for cause, or other similar notifications/processes. Additionally, the Bidder should provide details, including any negative audits, reports, or findings by any governmental agency for which the Bidder is/was the Contractor on any contracts of similar scope. In the event a Bidder neglects to include this information in its Quote, the Bidder's omission of necessary disclosure information may be cause for rejection of the Bidder's Quote by the State.

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

### **3.17 FINANCIAL CAPABILITY OF THE BIDDER**

The Bidder should provide sufficient financial information to enable the State to assess the financial strength and creditworthiness of the Bidder and its ability to undertake and successfully complete the Contract. To provide the State with the ability to evaluate the Bidder's financial capacity and capability to undertake and successfully complete the Contract, the Bidder should submit the following:

- A. For publicly traded companies the Bidder should provide copies, or the electronic location of the annual reports filed for the two most recent years; or

- B. For privately held companies the Bidder should provide the certified financial statement (audited or reviewed) in accordance with applicable standards by an independent Certified Public Accountant which include a balance sheet, income statement, and statement of cash flow, and all applicable notes for the most recent calendar year or the Bidder's most recent fiscal year.

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

A Bidder may designate specific financial information as not subject to disclosure when the Bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination to accept the assertion and shall so advise the Bidder.

### **3.18 PRICE SHEET INSTRUCTIONS**

The Bidder must submit its pricing using the State Price Sheet accompanying this RFQ.

Bidder shall provide all-inclusive hourly pricing for the Labor categories provided, aligning its own Labor titles with the given categories as closely as possible. The State will award specific projects as they arise, on a rotating basis and considering logistical factors, to Contractors selected for the pool. Contractors will adhere to the labor rates quoted in their proposals with hours varying according to the nature of the project, which will constitute the not-to-exceed total for that Task Order.

Each Contractor will have the opportunity to participate in the mini bids and may opt out of any particular bid without disqualification from the pool. Once a Quote is submitted, the Contractor awarded the Contract shall be obligated to perform the services and cannot decline the project without potential withdrawal from the pool.

Any price changes including handwritten revisions, or "white-outs" must be initialed. Failure to initial price changes shall preclude a Contract award from being made to the Bidder pursuant to N.J.A.C. 17:12-2.2(a)(8).

Where the State-Supplied Price Sheet includes an estimate quantity column, Bidders are advised that estimated quantities may vary throughout the Contract term resulting from this RFQ. There is no guaranteed minimum or maximum volume for these price lines.

## 4.0 SCOPE OF WORK

### 4.1 ENVIRONMENTAL REVIEW SERVICES

#### 4.1.1 PURPOSE AND INTENT

For DCA to commit HUD assistance to a property, National Environmental Protection Act (“NEPA”) Environmental Reviews must be conducted, and compliance demonstrated before DCA can commit funding to that property. To achieve compliance the determined level of Environmental Review for a project must be established in an Environmental Review Record (“ERR”) to support an environmental clearance for:

- Release of Funds from HUD to the Responsible Entity; and
- Funding commitment from DCA or its sub-recipients to an applicant.

All projects seeking assistance under the CDBG-DR funds provided by HUD will require an Environmental Clearance prior to the State being able to commit CDBG-DR funds through the Authority to Use Grant Funds (“AUGF”).

While the DCA is unable to determine the exact number of Environmental Reviews and subsequent field investigations that are expected to be tasked under this RFQ, preliminary estimates indicate the need for Environmental Reviews for approximately two hundred to two-hundred fifty (200-250) projects, at varying levels, in the HARP and SRRP programs, and possibly larger infrastructure projects, to determine environmental clearance.

DCA has completed a tiered Environmental Assessment document which includes a Tier 1 Programmatic Environmental Assessment (Tier 1) and a Tier 2 Site-Specific Environmental Assessment (Tier 2) Checklist for the HARP and SRRP for each of the 12 (twelve) identified MID counties.

DCA intends to award Contracts to up to four (4) Contractors.

#### 4.1.2 ESSENTIAL REQUIREMENTS

- A. The Contractor shall have experience in NEPA reviews associated with 24 CFR Part 58.30; 36 CFR Part 800; 24 CFR Part 51; 24 CFR Part 55; and 44 CFR Part 10. The Consultant shall develop an ERR by completing a site-specific review in accordance with the SOW. The Contractor shall assure that historical and archeological resources shall be conducted by personnel who meet the qualifications under Secretary of the Interior’s standards pursuant to the National Preservation Act.
- B. Contractor must be registered in the HUD Environmental Review Online Systems (“HEROS”). While as the responsible entity, DCA makes determinations or findings and may take any steps to finalize an environmental review, the Contractor as a Partner user may start Part 50 and Part 58 environmental reviews in HEROS and complete most of the analysis, including the uploading of maps and other documents. The DCA will initiate reviews and complete the Initial Screen prior to assigning a review to the Contractor.

The EAF Contractor and all subcontractors shall be subject to CDBG-DR requirements including, but not limited to, the following:

- Conflict of Interest ( 24 CFR §570.611, 24 CFR §85.36 and 24 CFR §84.42);
- Hatch Act and Item 5 (24 CFR §570.207, Hatch Act of 1939);
- Drug-free workplace (24 CFR, Part 24, Subpart F and the Drug-Free Workplace Act);
- Financial management and procurement – Debarment and Suspension (Executive Orders 12549 and 12689, 24 CFR part 24);
- Title VI of the Civil Rights Act of 1964 and as amended in 1988 (U.S.C. §200d et seq., 24 CFR Part1);
- Section 504 and 508 of the Rehabilitation Act of 1973;
- Section 109 of Title I of the Housing and Community Development Act of 1974 (24 CFR Part §570.602);
- Section 104(b)(2) of the Housing Community Development Act of 1974;
- Age Discrimination Act of 1975 (42 U.S.C. Sections 6101-6107);
- Title II of the Americans with Disabilities Act of 1990;
- Small Business Act (15 U.S.C. 632);
- Section 3, Housing and Urban Development Act of 1968 (24 CFR 135);

- Executive Orders 11246, 11375;
- Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity; and
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations.

#### 4.1.3 SCOPE OF WORK

DCA may require the following services by the Contractor through approved work orders to complete the ERR. The EAF contractor shall ensure that its assessment efforts and compilation of documentation are in accordance with HUD and NEPA statutory requirements and federal Section 106 through performance of the environmental review by:

- A. Utilizing any official resources, as appropriate;
- B. Performing a desktop assessment, determining HUD compliance and researching the property;
- C. Conducting onsite Field Reconnaissance in accordance with HUD regulations, DCA guidance and contract requirements;
- D. Consulting with Federal, State, and local entities to determine compliance and develop conditions and mitigation measures as required to complete the ERR, as necessary;
- E. Determining and conducting floodplain/wetlands analysis if required. If an 8-step or 5-step floodplain and/or wetland analysis will be needed, Consultant shall ensure that its assessments are in compliance with Executive Orders 11900 and 11993 and any Federal, State and local regulations including 24 CFR Part 58.30 and 36 CFR Part 800, 24 CFR Part 51, 24 CFR Part 55 and 44 CFR Part 10;
- F. Ensuring implementation of Section 106 review protocols established in the Programmatic Agreement among the New Jersey Historic Preservation Officer, the DCA, the Advisory Council on Historic Preservation, the Absentee Shawnee Tribe of Indians of Oklahoma, the Delaware Nation, the Delaware Tribe of Indians, the Shawnee Tribe and the Stockbridge-Munsee Community Regarding Disaster Recovery Activities in New Jersey or any sub-recipient agencies that have signed as parties to the Agreement, to determine if there is an adverse effect on historic properties. Consultants shall identify the required appropriate steps to evaluate the significance of the effect, including eligibility determination for listing on the State and National Register of Historic Places, developing a scope of work in consultation with the SHPO, and the DCA or sub-recipients' designated Program Manager or Construction Manager, consultation with the SHPO and any required studies and surveys. The Draft Programmatic Agreement is included as Exhibit B;
- G. Preparing and publishing all notices by obtaining the needed documentation for publication and providing it to DCA for review, then implement the required publication process;
- H. Performing the following activities, if required:
  - a. 5- or 8- step floodplain and wetlands analysis
  - b. Prepare Early and Final Floodplain and/or Wetlands Notices in accordance with Executive Order 11900 and 11993; respectively;
  - c. Draft all required public notice documents and publish all notices in both English and Spanish;
  - d. After DCA approval, submit the Public Notices to Newspapers [public notices must be published in a minimum of two (2) regional newspapers; the list of approved media outlets will be provided to the awarded Contractors];
  - e. Confirm that Notices were published by newspapers (i.e., provide DCA with affidavits) and posted on DCA website during public comment period; Respond to public comments as requested by the DCA, if applicable. Comments are not to exceed ten (10) per application;
  - f. Specify the required conditions, mitigation and permits in the ERR;
  - g. Perform quality assurance review of the application to ensure completeness and compliance with 24 CFR Part 58 requirements;
  - h. Complete and sign all required forms and include all source documentation information in the ERR.

#### **4.1.4 CONTRACT DELIVERABLES AND PAYMENT**

DCA expects that the Tier 2 reviews will be completed within thirty (30) days. DCA will pay the Contractor upon completion of the ERR.

#### **4.4 WORK ORDERS**

Contractors may request any changes to the Scope of Work in writing. An NTP letter reflecting the authorized scope changes must be issued by the DCA prior to the Design firm undertaking any additional work. Any work undertaken without such authorization is at the Contractor's risk.

#### **4.5 COMPLIANCE AND MONITORING**

The Contractor shall provide compliance and monitoring as follows:

- A. Furnish Program information in the manner or format requested by the DCA on a timely basis, as necessary for the DCA to evaluate Program performance, including the following:
  - 1. Progress in the provision of Services;
  - 2. Potential problems and issues that could delay completion of this contract;
- B. Ensure compliance with reporting requirements as specified by this RFQ;
- C. Perform other compliance or monitoring tasks required by the DCA and in accordance with Program regulations. DCA may request access to records and permit access to personnel for compliance-related inquiries.

## 5.0 GENERAL CONTRACT TERMS

The Contractor shall have one (1) year for the complete effort specified in this Contract. Payment will be made only to the Contractor or to the authorized dealers/distributors, if applicable. The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under this Contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this Contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance, or payment for any of the deliverables, goods, or services, shall not be construed as a waiver of any rights that the State may have arising out of the Contractor's performance of this Contract.

### 5.1 CONTRACT TERM AND EXTENSION OPTION

The base term of this Contract shall be for a period of one (1) year. If delays in the procurement process result in a change to the anticipated Contract effective date, the Contractor agrees to accept a Contract for the full term of this Contract.

This Contract may be extended up to two (2) years with no single extension exceeding one (1) year, 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 this Contract or rates more favorable to the State.

### 5.2 CONTRACT TRANSITION

If a new Contract has not been awarded prior to the expiration date for this Contract, including any extensions exercised, and the State exercises this Contract transition, the Contractor shall continue this Contract under the same terms, conditions, and pricing until a new Contract can be completely operational. At no time shall this transition period extend more than ninety (90) calendar days beyond the expiration date of this Contract, including any extensions exercised.

### 5.3 OWNERSHIP OF MATERIAL

- A. **State Data** – The State owns State Data. Contractor shall not obtain any right, title, or interest in any State Data, or information derived from or based on State Data. State Data provided to Contractor shall be delivered or returned to the State of New Jersey upon thirty (30) days' notice by the State or thirty (30) days after the expiration or termination of the Contract. Except as specifically required by the requirements of the RFQ, State Data shall not be disclosed, sold, assigned, leased, or otherwise disposed of to any person or entity other than the State unless specifically directed to do so in writing by the State Contract Manager.
- B. **Work Product; Services** – The State owns all Deliverables developed for the State in the course of providing Services under the Contract, including but not limited to, 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, 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 the Contract.
- C. **Vendor Intellectual Property; Commercial off the Shelf Software (COTS) and Customized Software** – Contractor retains ownership of all Vendor Intellectual Property, and any modifications thereto and derivatives thereof, that the Contractor supplies to the State pursuant to the Contract, and grants the State a non-exclusive, royalty-free license to use Vendor Intellectual Property delivered to the State for the purposes contemplated by the Contract for the duration of the Contract including all extensions. In the event Contractor provides its standard license agreement terms with its Quote, such terms and conditions must comply with *RFQ Section 1.3 – Order of Precedence of Contractual Terms*.
- D. **Third Party Intellectual Property** – Unless otherwise specified in the RFQ that the State, on its own, will acquire and obtain a license to Third Party Intellectual Property, Contractor shall secure on the State's behalf, in the name of the State and subject to the State's approval, a license to Third Party Intellectual Property sufficient to fulfill the business objectives, requirements and specifications identified in the Contract at no additional cost to the State beyond that in the Quote price. In the event Contractor is obligated to flow-down commercially standard third-party terms and conditions customarily provided to the public associated with Third Party Intellectual Property and such terms and conditions conflict with RFQ requirements, including the SSTC, the State will accept such terms and conditions except for the following: indemnification, limitation of liability, choice of law, governing law, jurisdiction, and confidentiality. The RFQ including the SSTC shall prevail with respect



to such conflicting terms and conditions. In addition, the State will not accept any provision requiring the State to indemnify a third party or to submit to arbitration. Such terms are considered void and of no effect. Third party terms and conditions should be submitted with the Quote. If Contractor uses Third Party Intellectual Property, Contractor must indemnify the State for infringement claims with respect to the Third-Party Intellectual Property. Contractor agrees that its use of Third-Party Intellectual Property shall be consistent with the license for the Third-Party Intellectual Property, whether supplied by the Contractor, secured by the State as required by the RFQ, or otherwise supplied by the State.

- E. **Work Product; Custom Software** – The State owns all Custom Software which shall be considered “work made for hire”, i.e., the State, not the Contractor, subcontractor, or third party, shall have full and complete ownership of all such Custom Software. To the extent that any Custom Software may not, by operation of the law, be a “work made for hire” in accordance with the terms of the Contract, Contractor, subcontractor, or third party hereby assigns to the State, or Contractor shall cause to be assigned to the State, all right, title and interest in and to any such Custom Software and any copyright thereof, and the State shall have the right to obtain and hold in its own name any copyrights, registrations and any other proprietary rights that may be available.
  
- F. **No Rights** – Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon Contractor any right, title, or interest in State Intellectual Property or any intellectual property that is now owned or licensed to or subsequently owned by or licensed by the State. Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the State any right, title, or interest in any Vendor Intellectual Property that is now owned or subsequently owned by Contractor. Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the State any right, title, or interest in any Third-Party Intellectual Property that is now owned or subsequently owned by a third party.

**5.4 SUBSTITUTION OF STAFF**

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

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

**5.5 LIQUIDATED DAMAGES**

The DCA and the Contractor (“the Parties”) agree that it would be extremely difficult to determine actual damages that the State would sustain as the result of the Contractor’s failure to meet the performance requirements. Any breach by the Contractor will describe impact to State. Therefore, the Parties agree that the liquidated damages specified below are reasonable estimates of the damages the State may sustain from the Contractor’s performance deficiencies set forth within this section and are not to be construed as penalties.

Assessment of liquidated damages shall be in addition to, and not in lieu of, such other remedies as may be available to the State. Except and to the extent expressly provided herein, the Division shall be entitled to recover liquidated damages under each section applicable to any given incident. The State has the sole discretion to determine whether liquidated damages should be assessed.

Failure to Perform – Liquidated damages may be assessed against the Contractor for failure to complete environmental review in a timely manner, causing re-assignment of the tasks by the DCA.

| LIQUIDATED DAMAGES CATEGORY | PERFORMANCE REQUIREMENT | LIQUIDATED DAMAGES |
|-----------------------------|-------------------------|--------------------|
| Failure to perform          | Complete assessment     | \$270/day          |

### **5.5.1 NOTIFICATION OF LIQUIDATED DAMAGES**

Upon determination that liquidated damages are to be assessed, the DCA will notify the Contractor of the assessment in writing. The availability of any period of cure will depend on the situation and will be in the sole discretion of the DCA. The DCA may, at its sole discretion, elect to notify the Contractor that liquidated damages may be assessed to provide a warning, prior to assessing them in accordance with this section, but if the DCA does not provide such a warning, the DCA is not precluded from assessing liquidated damages in accordance with this Contract. Notwithstanding any provision of any RFQ to the contrary, should there be any conflict between this section and any other provision of the RFQ, this section shall supersede such section of the RFQ.

### **5.5.2 CONDITIONS FOR TERMINATION OF LIQUIDATED DAMAGES**

The continued assessment of liquidated damages may be terminated at the sole discretion of the DCA, only if all the following conditions are met:

- A. The Contractor corrects the condition(s) for which liquidated damages were imposed;
- B. The Contractor notifies the State DCA in writing that the condition(s) has (have) been corrected; and
- C. The DCA reviews and approves the correction in writing.

### **5.5.3 SEVERABILITY OF INDIVIDUAL LIQUIDATED DAMAGES**

If any portion of the liquidated damages provisions is determined to be unenforceable by a State court in one (1) or more applications, that portion remains in effect in all applications not determined to be invalid and is severable from the invalid applications. If any portion of the liquidated damages provisions is determined to be unenforceable, the other provision(s) shall remain in full force and effect.

### **5.5.4 WAIVER OF LIQUIDATED DAMAGES/LIQUIDATED DAMAGES NOT EXCLUSIVE REMEDY**

The continued assessment of liquidated damages may be waived in writing at the sole discretion of the DCA. The waiver of any liquidated damages due shall constitute a waiver only as to such assessment of liquidated damages and not a waiver of any future liquidated damage assessments. Failure to assess liquidated damages or to demand payment of liquidated damages within any period of time shall not constitute a waiver of such claim by the State.

### **5.5.5 PAYMENT OF LIQUIDATED DAMAGES**

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

## 6.0 INSURANCE

### 6.1.1 PROFESSIONAL LIABILITY INSURANCE

Section 4.2 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 the professional obligations performed pursuant to the requirements of this Contract. The insurance shall be in the amount of not less than \$500,000 or higher if appropriate per each occurrence, 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.

Section 4.0 of the SSTC is supplemented with the following:

### 6.1.2 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 200% of the total value of this Contract. This limitation of liability shall not apply to the following:

- A. 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;
- B. The Contractor's breach of its obligations of confidentiality; and
- C. 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.

## **7.0 QUOTE EVALUATION AND AWARD**

### **7.1 RIGHT TO WAIVE**

Pursuant to N.J.A.C. 17:12-2.7(d) the DCA may waive minor irregularities or omissions in a Quote. The DCA reserves the right to waive a requirement provided that the requirement does not materially affect the procurement or the State's interests associated with the procurement.

### **7.2 DIRECTOR'S RIGHT TO ACCEPT OR REJECT A QUOTE**

The DCA reserves the right to reject any or all Quotes, 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 Contracts in accordance with N.J.S.A. 52:34-12.

### **7.3 RECIPROCITY FOR JURISDICTIONAL BIDDER PREFERENCE**

In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State will invoke reciprocal action against an out-of-State Bidder whose state or locality maintains a preference practice for its in-state Bidders. The State will use the annual surveys compiled by the Council of State Governments, National Association of State Procurement Officials, or the National Institute of Governmental Purchasing or a State's statutes and regulations to identify States having preference laws, regulations, or practices and to invoke reciprocal actions. The State may obtain additional information as it deems appropriate to supplement the stated survey information.

### **7.4 CLARIFICATION OF QUOTE**

After the Quote Opening Date, unless requested by the State as noted below, Bidder contact with the DCA regarding this RFQ and the submitted Quote is not permitted.

After the Quotes are reviewed, one (1), some or all of the Bidders may be asked to clarify certain aspects of its Quote. A request for clarification may be made to resolve minor ambiguities, irregularities, informalities, or clerical errors. Clarifications cannot correct any deficiencies, material omissions, or used to revise or modify a Quote.

The DCA reserves the right to request that a Bidder to explain, in detail, how the Quote price was determined.

### **7.5 STATE'S RIGHT TO CHECK REFERENCES**

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

### **7.6 EVALUATION CRITERIA**

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

#### **7.6.1 TECHNICAL EVALUATION CRITERIA**

The following criteria will be used to evaluate and score Quotes received in response to this RFQ. Each criterion will be scored, and each score multiplied by a predetermined weight to develop the Technical Evaluation Score:

- A. Personnel: The qualifications and experience of the Bidder's management, supervisory, and key personnel assigned to the Contract, including the candidates recommended for each of the positions/roles required;
- B. Experience of firm: The Bidder's documented experience in successfully completing Contract of a similar size and scope in relation to the work required by this RFQ; and
- C. Ability of firm to complete the Scope of Work based on its Technical Quote: The Bidder's demonstration in the Quote that the Bidder understands the requirements of the Scope of Work and presents an approach that would permit successful performance of the technical requirements of the Contract.

## **7.7 QUOTE DISCREPANCIES**

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

## **7.8 NEGOTIATION**

In accordance with N.J.S.A. 52:34-12(f) and N.J.A.C. 17:12-2-7, after evaluating Quotes, the DCA may establish a competitive range and enter negotiations with one (1) Bidder or multiple Bidders within this competitive range. The primary purpose of negotiations is to maximize the State's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Negotiations will be structured by the DCA to safeguard information and ensure that all Bidders are treated fairly.

Negotiations will be conducted only in those circumstances where it is deemed by the DCA to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the Bidder is advised to submit its best technical and price Quote in response to this RFQ since the State may, after evaluation, make a Contract award based on the content of the initial submission.

## **7.9 BEST AND FINAL OFFER (BAFO)**

DCA may invite Bidders to submit a Best and Final Offer (BAFO).

BAFOs will be conducted only in those circumstances where it is deemed by the DCA to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the Bidder is advised to submit its best technical and price Quote in response to this RFQ since the State may, after evaluation, make a Contract award based on the content of the initial submission.

## **7.10 POOR PERFORMANCE**

A Bidder with a history of performance problems may be bypassed for consideration of an award issued as a result of this RFQ. The following materials may be reviewed to determine Bidder performance:

- A. Contract cancellations for cause pursuant to *State of New Jersey Standard Terms and Conditions Section 5.7(B)*;
- B. Information contained in Vendor performance records;
- C. Information obtained from audits or investigations conducted by a local, state, or federal agency of the Bidder's work experience;
- D. Current licensure, registration, and/or certification status and relevant history thereof; or
- E. Bidder's status or rating with established business/financial reporting services, as applicable.

Bidders should note that this list is not exhaustive.

## **7.11 RECOMMENDATION FOR AWARD**

After the evaluation of the submitted Quotes is complete, the DCA will recommend to the Division for award, the responsible Bidder(s) whose Quote, conforming to this RFQ, is most advantageous to the State, price and other factors considered. The Division may accept, reject, or modify the recommendation of the DCA.

## **7.12 CONTRACT AWARD**

Contract award(s) will be made with reasonable promptness by written notice to that/those responsible Bidder(s), whose Quote(s), conforming to this RFQ, is(are) most advantageous to the State, price, and other factors considered. Any or all Quotes may be rejected when the State determines that it is in the public interest to do so.

## 8.0 GLOSSARY

### 8.1 DEFINITIONS

Unless otherwise specified in the RFQ, the following definitions will be part of any Contract awarded, or order placed, as a result of this RFQ. Note that not all definitions included here apply to all RFQs.

**Acceptance** – The written confirmation by the Using Agency that Contractor has completed a Deliverable according to the specified requirements.

**All-Inclusive Hourly Rate** – An hourly rate comprised of all direct and indirect costs including, but not limited to: labor costs, overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

**Best and Final Offer or BAFO** – Pricing timely submitted by a Bidder upon invitation by the Procurement Bureau after Quote opening, with or without prior discussion or negotiation.

**Bid or RFQ** – The documents which establish the bidding and Contract requirements and solicits Quotes to meet the needs of the Using Agencies as identified herein, and includes the RFQ, State of New Jersey Standard Terms and Conditions (SSTC), State Price Sheet, Attachments, and Bid Amendments.

**Bid Amendment** – Written clarification or revision to this RFQ issued by the Division. Bid Amendments, if any, will be issued prior to Quote opening.

**Bidder** – An entity offering a Quote in response to the Division's RFQ.

**Business Day** – Any weekday, excluding Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

**Calendar Day** – Any day, including Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

**Change Order** – An amendment, alteration, or modification of the terms of a Contract between the State and the Contractor(s). A Change Order is not effective until it is signed and approved in writing by the Director or Deputy Director, Division of Purchase and Property.

**Contract** – The Contract consists of the State of NJ Standard Terms and Conditions (SSTC), the RFQ, the responsive Quote submitted by a responsible Bidder as accepted by the State, the notice of award, any Best and Final Offer, any subsequent written document memorializing the agreement, any modifications to any of these documents approved by the State and any attachments, Bid Amendment or other supporting documents, or post-award documents including

Change Orders agreed to by the State and the Contractor, in writing.

**Contractor** – The Bidder awarded a Contract resulting from this RFQ.

**Deliverable** – Goods, products, Services and Work Product that Contractor is required to deliver to the State under the Contract.

**Discount** – The standard price reduction applied by the Bidder to all items.

**Division** – The Division of Purchase and Property.

**Evaluation Committee** – A group of individuals or a Division staff member assigned by the Director to review and evaluate Quotes submitted in response to this RFQ and recommend a Contract award to the Director.

**Firm Fixed Price** – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs.

**Joint Venture** – A business undertaking by two (2) or more entities to share risk and responsibility for a specific project.

**May** – Denotes that which is permissible or recommended, not mandatory.

**Mobile Device** – means any device used by Provider that can move or transmit data, including but not limited to laptops, hard drives, and flash drives.

**Must** – Denotes that which is a mandatory requirement.

**Personally Identifiable Information or PII** - as defined by the U.S. Department of Commerce, National Institute of Standards and Technology, means any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

**Procurement Bureau (Bureau)** – The Division unit responsible for the preparation, advertisement, and issuance of RFQs, for

the tabulation of Quotes and for recommending award(s) of Contract(s) to the Director and the Deputy Director.

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

**Quote** – Bidder’s timely response to the RFQ including, but not limited to, technical Quote, price Quote including Best and Final Offer, any licenses, forms, certifications, clarifications, negotiated documents, and/or other documentation required by the RFQ.

**Revision** – A response to a BAFO request or a requested clarification of the Bidder’s Quote.

**Shall** – Denotes that which is a mandatory requirement.

**Should** – Denotes that which is permissible or recommended, not mandatory.

**State** – The State of New Jersey.

**State Contract Manager or SCM** – The individual, responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work. The SCM cannot direct or approve a Change Order.

**State Data** – means all data and metadata created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State’s hardware, the Provider’s hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Provider. State Data includes Personal Data and Non-Public Data.

**State Intellectual Property** – Any intellectual property that is owned by the State. State Intellectual Property includes any derivative works and compilations of any State Intellectual Property.

**State Price Sheet or State-Supplied Price Sheet** – the bidding document created by the State and attached to this RFQ on which the Bidder submits its Quote pricing as is referenced and described in the RFQ.

## 8.2 CONTRACT-SPECIFIC DEFINITIONS

**ASTM** - The American Society for Testing and Materials.

**Area of Potential Effects (APE)** – The geographic area or areas within which an undertaking may directly or indirectly cause alterations in the character or use of historic properties, if any such properties exist. The area of potential effects is

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

**Subcontractor** – An entity having an arrangement with a Contractor, whereby the 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 Contractor's obligations under the Contract, including payment to the Subcontractor. The Subcontractor has no legal relationship with the State, only with the Contractor.

**Task** – A discrete unit of work to be performed.

**USEPA** – United States Environmental Protection Agency

**Vendor** – Either the Bidder or the Contractor.

**Vendor Intellectual Property** – Any intellectual property that is owned by Contractor and contained in or necessary for the use of the Deliverables or which the Contractor makes available for the State to use as part of the work under the Contract Vendor Intellectual Property includes COTS or Customized Software owned by Contractor, Contractor’s technical documentation, and derivative works and compilations of any Vendor Intellectual Property.

**Work Product** – Every invention, modification, discovery, design, development, customization, configuration, improvement, process, Software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor’s subcontractors or a third party engaged by Contractor or its subcontractor pursuant to the Contract Notwithstanding anything to the contrary in the preceding sentence, Work Product does not include State Intellectual Property, Vendor Intellectual Property or Third Party Intellectual Property.

influenced by the scale and nature of an undertaking and may be different or different kinds of effects caused by the undertaking.

**CENST** – Categorical Exclusion Not Subject to the requirements of 24 CFR 58.5 which is a HUD classified level of environmental review as defined under 24 CFR Part 58.35(b)

**CEST** – Categorically Excluded Subject to 24 CFR Part 58.5 which is a HUD classified level of environmental review as defined under 24 CFR 58.35 (a).

**Certificate of Occupancy (CO)** – A document issued by a local government agency or building department certifying a building's compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupancy.

**Community Development Block Grants - Disaster Recovery (CDBG-DR)** – A federal program that provides communities with funding resources to address a wide range of unique community development needs.

**Core Services** – Essential services provided to Applicants by the Contractor as specified by Section 3.1.2 of the RFQ.

**DRGR** – Disaster Recovery Grants Reporting accounting system specific to HUD appropriated funds for the CBDG-DR Programs within the DCA Action Plan.

**Disaster Recovery and Mitigation Division (DRM)** – A division of DCA that manages most federal funds being used to assist the State in recovery efforts from disasters, including Superstorm Sandy, and to build resilience against future disasters.

**Draw Request** – A periodic request by a Builder for a portion of the contract price for a job, usually according to the percentage of completion of the work and the cost of materials and labor.

**Elevated Building** - A building that has no sub-grade basement and a lowest floor that is elevated to or above the BFE by foundation walls, shear walls, posts, piers, pilings or columns. The Program requires an elevation three (3) feet above BFE.

**Engineer** – A licensed Professional Engineer (geotechnical, civil, or structural engineer).

**Environmental Assessment Field Contractor (EAF Contractor)** – Contractors performing the HUD and FEMA NEPA environmental reviews through desktop assessments, field assessments; and additional level of assessments and other tasks, as defined in Section 3.2, to develop the environmental review record.

**Environmental Assessment** – The NEPA analysis of a project to determine if there is an impact to human health or the environment. An environmental assessment can be “tiered” into two levels of analysis. The Tier 1 is a broad-level review that can occur before the exact locations of the HUD funded projects are known if the geographic area where the project

will occur is known. The Tier 2 is a site-specific environmental review that occurs once the property address and the project activities are known.

**Environmental Clearance** – An individual property that has been cleared pursuant to the findings of the environmental assessment conducted by the EAF Contractors and federal funds may be invested, subject to any requirements.

**Environmental Preparer** – The EAF Contractors’ designated representative to certify the findings of determination of the ERR.

**Environmental Review Process** – All of the actions that a responsible entity must take to determine compliance with 24 CFR 58.1 Subpart D – Environmental Review Process: Documentation, Range of Activities, Project Aggregation and Classification.

**Environmental Review Record (ERR)** – Written record of review, decision making, and action as required by 24 CFR 58.28. This includes the required DEP approved forms and other required documentation.

**Environmental Review** – The examination of a project relative to the National Environmental Policy Act of 1969 (NEPA) and its related laws.

**FONSI**- Finding of No Significant Impact is a determination that must be made by the Responsible Entity for projects that require an Environmental Assessment Review.

**Federal Emergency Management Agency (FEMA)** – A federal agency under the Department of Homeland Security tasked with coordinating the federal government’s role in preparing for, preventing, mitigating the effects of, responding to, and recovering from all domestic disasters, whether natural or man-made, including acts of terror.

**Fund Request** – Requests for grant funding from Builders during the life of the Project potentially including: construction advance, first draw, second draw, design services, and retainage.

**General Contractor** – the Respondent’s firm, construction company, joint venture, or other business arrangement that is pre-qualified for the Qualified Contractor Pool under the terms of this RFQ.

**General Work Order** -- any specific, written authorization to perform the task(s) listed therein.

**HEROS** – HUD Environmental Review Online System.



**HUD** -- United States Department of Housing and Urban Development.

**Historic Property** – Any building, structure, site, object, or historic district that is listed or eligible for listing on the National Register of Historic Places.

**Mitigation** - Strengthening houses to withstand future natural disasters.

**NEPA** – National Environmental Policy Act of 1969; an environmental law that establishes a national policy promoting the enhancement of the environment and mandates consideration of the environmental effects of federal government agency decision-making.

**NOI-RROF** – Notice of Intent to Request Release of Funds – a public notice that is completed for projects that require a CEST or Environmental Assessment Review.

**National Flood Insurance Program (NFIP)** – Federal program that provides the availability of flood insurance in exchange for the adoption of a minimum local floodplain management ordinance that regulates new and Substantially Improved development in identified flood hazard areas.

**New Jersey Code Construction Requirements** – A reference to the Uniform Construction Code (UCC) - a complete set of technical standards for construction with a uniform method of administration and enforcement in order to protect the public's health, safety and welfare. The C establishes clear and predictable requirements for construction throughout New Jersey.

**New Jersey Department of Community Affairs (DCA)** - 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.

**OSHA** - The Occupational Safety and Health Administration; [www.OSHA.gov](http://www.OSHA.gov).

**Open Public Records Act (OPRA)** – The State statute that governs the public's access to its records (N.J.S.A. 47:1A-1 et seq).

**Notice to Proceed (NTP)** - Written notice provided by the State to begin construction of the Project.

**PDF** – Portable Document Format.

**Programmatic Agreement** – Agreement among FEMA, New Jersey State Historic Preservation Officer (SHPO), the New Jersey State Office of Emergency Management, and the Advisory Council on Historic Preservation, the absentee Shawnee Tribe of Indians of Oklahoma, the Delaware Nation, the Delaware Tribe of Indians, the Shawnee Tribe of Oklahoma, and the Stockbridge Munsee Band of Mohicans and DCA on the protocols to be followed for Section 106 consultations.

**Project** - The design, elevation and related construction of a residential property accepted as part of the State's application to the FMA Program.

**Project Managers** – The designated individuals from DCA responsible for ensuring the completion of Core Services (RFQ Section 3.1.2) and all tasks described herein.

**Project Plan** – A plan detailing the costs required to successfully elevate an Applicant's home and any ancillary construction or restoration deemed necessary by the Township and/or Program. This plan includes an Applicant's scope of work as established in each Applicant's grant documentation as part of the grant agreement.

**RROF/Certification** – Request for Release of Funds/Certification Form that is completed for projects that require a CEST or Environmental Assessment Review.

**RRP** – The EPA's Lead Renovation, Repair and Painting Rule which requires that firms performing renovation, repair and painting projects that disturb lead-based paint in homes, child care facilities and pre-schools built before 1978 be certified by EPA (or an EPA-authorized state), use certified renovators who are trained by EPA-approved training providers and follow lead-safe work practices.

**Reconstruction** -- replacing a home that cannot be repaired for 75% or less of pre-storm value.

**Rehabilitation** -- means repairing existing damaged homes where the cost to repair damages does not exceed 75% of the pre-storm value.

**Record of Environmental Consideration** – The official document format used by FEMA to capture their environmental review.

**Responsible Entity** – Department of Community Affairs. The responsible entity assumes responsibility for environmental review, decision-making, and action that would otherwise apply to HUD under NEPA and other provisions of law that further the purposes of NEPA as specified in 24 CFR Part 58.5.

**SHPO** – New Jersey State Historic Preservation Office. The SHPO is responsible for the administration of the national historic preservation program at the State level.

**SOQ** - Statement of Qualifications.

**Storm Integration Recovery Operations and Management System (SIROMS)** – Program management information system of record.

**Section 106** – Section 106 of the National Historic Preservation Act of 1966.

**State** - The State of New Jersey Department of Community Affairs and any state agency identified in this Solicitation, its officers, employees, or authorized agents.

**UFAS** - The Uniform Federal Accessibility Standards under 48 FR 31528 in accordance with the Architectural Barriers Act, 42 U.S.C. 4151-4157.

**Exhibit A**

**ENVIRONMENTAL ASSESSMENT RATE SCHEDULE**

| <b>Labor Category</b>   | <b>Hourly Rate Year 1</b> | <b>Hourly Rate Year 2</b> | <b>Hourly Rate Year 3</b> |
|---|---------------------------|---------------------------|---------------------------|
| <b>Office and Management Staff</b>                              |                           |                           |                           |
| Principal   |                           |                           |                           |
| Project Manager   |                           |                           |                           |
| <b>Project Field Staff</b>                                      |                           |                           |                           |
| Principal/Senior Env/Scientist/Engineer/Architect               |                           |                           |                           |
| Principal/Senior Historic Preservation Specialist/Archaeologist |                           |                           |                           |
| Staff Environmental Scientist/Engineer/Architect/Hydrogeologist |                           |                           |                           |
| Technician  |                           |                           |                           |
| GIS Specialist  |                           |                           |                           |
| Administrative Support/Data Entry                               |                           |                           |                           |
|   |                           |                           |                           |
|   |                           |                           |                           |