



Bid Solicitation/Request for Quote

Bid #

For: TXXXX- Design-Build Contractors for the Mitigation Assistance Program (“MAP”): DCA

Event	Date	Time
Contractor’s {Bidder’s} Electronic Question Due Date (Refer to RFQ{RFQ} Section 1.3.1 for more information.)	January 26, 2022	2:00 PM
Mandatory/Optional Pre-Quote {Proposal} Submission Conference (Refer to RFQ{RFQ} Section 1.3.6 for more information.)	NOT APPLICABLE	
Mandatory Site Visit/ Optional Site Visit (Refer to RFQ{RFQ} Section 1.3.2 for more information.)	NOT APPLICABLE/ See Section 1.3.2	
Quote {Proposal} Submission Date (Refer to RFQ{RFQ}Section 4.3 for more information.)	February 23, 2022	2:00 PM

Dates are subject to change. All times contained in the RFQ{RFQ} refer to Eastern Time. All changes will be reflected in Bid Amendments {Addenda} to the RFQ{RFQ} posted on the Division of Purchase and Property website and on www.njstart.gov.

Small Business Set-Aside	Status	Category	
	<input type="checkbox"/> Not Applicable <input type="checkbox"/> Entire Blanket P.O. {Contract} <input type="checkbox"/> Partial Blanket P.O. {Contract} <input type="checkbox"/> Subcontracting Only	<input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III	<input type="checkbox"/> IV <input type="checkbox"/> V <input type="checkbox"/> VI

RFQ{RFQ} Issued By
 State of New Jersey
 Department of the Treasury
 Division of Purchase and Property
 Trenton, New Jersey 08625-0230

Using Agency/Agencies
 State of New Jersey
 Department of Community Affairs
 Disaster Recovery and Mitigation Division

Date: January 11, 2022

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Bid-Specific Documents/Attachments/Appendices:

- Exhibit A - Supplemental Standard Terms and Conditions
- Exhibit B - Pricing Worksheet Per Address
- Exhibit C - Pricing Worksheet Summary
- Exhibit D – Design Requirements
- Exhibit E - Ineligible Elevation Costs
- Exhibit F – DCA Fraud, Waste and Abuse Policy

1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Quote (“RFQ”) is issued by the Department of Community Affairs (“DCA”), Division of Disaster Recovery and Mitigation. The purpose of this RFQ is to solicit Quotes from qualified Contractors with demonstrated experience in elevating residential properties to provide construction services for the final structural design and elevation of twenty (20) residential properties located in the floodplain in the Township of Fairfield. These twenty (20) properties have been designated for elevation in New Jersey’s Mitigation Assistance Program (“MAP” or “Program”), administered by the DCA. The elevations must comply with all applicable local, Federal, and State statutory requirements and the requirements for Flood Mitigation Assistance (“FMA”) grants issued by the Federal Emergency Management Agency (“FEMA”).

The intent of this RFQ is to award Contracts to a minimum of two (2) but no more than four (4) responsible Contractors whose Quotes, conforming to this RFQ, are most advantageous to the State, price and other factors considered. The State may award any and all price lines. The State, however, reserves the right to separately procure individual requirements that are the subject of the Contract during the Contract term, when deemed by the DCA to be in the State’s best interest.

The State of NJ Standard Terms and Conditions (SSTC), provided via link in Section 4.4 and Exhibit A, the Supplement to the SSTC accompanying this RFQ will apply to any Contracts awarded. These terms are in addition to the terms and conditions set forth in this RFQ and should be read in conjunction with them unless the RFQ specifically indicates otherwise.

1.2 BACKGROUND

DCA received an award for grant funding (hereinafter the “Award Letter”) through FEMA’s Fiscal Year (“FY”) 2019 FMA appropriation¹ on February 24, 2021. Funding is provided through FMA to states and local communities to reduce or eliminate flood risk due to repetitive flood damage to buildings insured by the National Flood Insurance Program (“NFIP”). DCA will use the funding for MAP to elevate 20 residential properties located in a floodplain in the Township of Fairfield. The properties must be elevated at least three (3) feet above the base flood elevation (“BFE”) and DCA will close out the projects within eighteen (18) months, or by May 29, 2023, barring any extensions. The DCA acts as the subrecipient to the New Jersey Office of Emergency Management (“OEM”), or “Grantee”, and DCA will manage the construction projects on all properties.

The DCA hosted a town hall meeting for homeowners in Fairfield, focused on homeowners with properties that experience Repetitive Losses (“RL”) or Severe Repetitive Losses (“SRL”), as determined by FEMA. Once DCA identified candidates for the MAP, DCA, in conjunction with FEMA, completed a preliminary Tier 1 environmental review and performed an analysis considering feasibility, location, and previous NFIP claims.

In December 2020, DCA procured an Engineering Firm to provide geotechnical analysis, preliminary structural analysis, and a certificate of elevation (“COE”) for each of the twenty (20) Fairfield properties. The Engineering Firm has provided the respective documents, which are attached to this RFQ, to provide guidance to the Contractors for the final structural design for the elevation of the properties. Note that all selected properties were constructed prior to 1978.

¹ The FMA program is authorized by Section 1366 of the National Flood Insurance Act of 1968, as amended, and governed, in part, by 44 CFR Part 78.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The DCA will accept questions up to 2:00 PM on January 26, 2022.

Bidders shall send their Questions via email to:

MAP-RFQ@dca.nj.gov

The Department will post the answers on a rolling basis, as an Addendum to the RFQ within seven (7) days of the close of the question and answer period, or February 2, 2022.

Any Addendum(s) to this RFQ will become part of this RFQ and part of any Contract awarded as a result of this RFQ.

1.3.11 EXCEPTIONS TO THE GENERAL CONDITIONS

Questions regarding the SSTC and requested exceptions to mandatory requirements must be posed during this Question and Answer period and shall contain the Bidder's suggested changes and the reason(s) for the suggested changes. Quotes that are submitted with any terms that conflict with the RFQ terms or the SSTC may be declared null and void.

1.3.2 OPTIONAL SITE VISIT

Bidders are encouraged to view the home sites from the street or sidewalk prior to completing the pricing component of their quotes. Bidders shall not access the site or contact the homeowners during the bid period.

1.3.3 ADDENDA: REVISIONS TO THIS RFQ

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

1.3.4 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.

1.3.5 COST LIABILITY

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.

1.3.6 CONTENTS OF QUOTE

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

After the opening of sealed Quotes, all information submitted by a Bidder in response to an RFQ is considered public information, notwithstanding any disclaimers to the contrary submitted by a

Bidder. Proprietary and confidential information may be exempted from public disclosure by OPRA and/or the common law.

As part of its Quote , a Bidder may designate any data or materials as exempt from public disclosure under OPRA and/or the common law, explaining the basis for such designation. The location in the Quote of any such designation should be clearly stated in a cover letter. The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the Bidder accordingly. Any proprietary and/or confidential information in a Quote will be redacted by the State. **The State will not honor any attempt by a Bidder to designate its entire Quote and/or prices as proprietary, confidential and/or to claim copyright protection for its entire Quote.**

1.3.7 QUOTE ERRORS

If during a Quote evaluation process, an obvious pricing error made by a potential Contract awardee is found, the DCA will issue written notice to the Bidder. The Bidder will have up to five (5) business days after receipt of the notice to confirm its pricing. If the Bidder fails to respond, its Quote shall be considered withdrawn, and no further consideration shall be given to it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing, the DCA may seek clarification from the Bidder to ascertain the true intent of the Quote

1.3.8 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 Signatory Page. Each party to the Joint Venture must individually comply with all the forms and certification requirements of this RFQ.

1.3.9 QUOTE ACCEPTANCES AND REJECTIONS

The DCA may waive minor irregularities or omissions in a Quote. In addition, the DCA may reject all Quotes if it is in the public interest.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions will be part of any Contract awarded or order resulting from this RFQ.

Addendum – Written clarification or revisions to this RFQ, issued by the DCA prior to Quote opening.

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to labor costs, equipment 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 DCA after Quote opening, with or without prior discussion or negotiation.

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.

Contract –Contract consists of the State of NJ Standard Terms and Conditions ("SSTC"), the Supplement to the 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 BAFO, any subsequent written document memorializing the agreement, any modifications to any of these documents approved by the State and any attachments, Addenda or other supporting documents, or post-award documents including Contract Amendments agreed to by the State and the Contractor, in writing.

Contract Amendment – An alteration or modification of the terms of Contract between the State and the Contractor(s). A Contract Amendment is not effective until it is signed and approved in writing by the DCA.

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

Evaluation Committee – A committee established to review and evaluate Quotes submitted in response to this RFQ and recommend an award to the Division of Purchase and Property, Treasury.

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.

General Work Order - Specific, written authorization to perform the task(s) listed therein

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.

Quote – Bidder’s timely response to the RFQ including, but not limited to, technical Quote, price Quote, and any licenses, forms, certifications, or other documentation required by the RFQ.

RFQ or Solicitation – This series of documents, which establish the bidding and Contract requirements and solicits Quotes to meet the needs of the DCA, and includes the RFQ, the SSTC, price schedule, attachments, and Addenda.

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

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

Small Business – Pursuant to N.J.A.C. 17:13-1.2, “small business” means a business that meets the requirements and definitions of “small business” and has applied for and been approved by the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one (1) of the three (3) following categories: For goods and services - (A) 0 to \$500,000 (Category I); (B) \$500,001 to \$5,000,000 (Category II); and (C) \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III); For construction services: (A) 0 to \$3,000,000 (Category IV); (B) gross revenues that do not exceed 50 percent of the applicable annual revenue standards established at 13 CFR 121.201 (Category V); and (C) gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201, (Category VI).

State – The State of New Jersey.

State Contract Manager or SCM – The individual, as set forth in Section 8.0, responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work.

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 Contract, while retaining full responsibility for the performance of all the Contractor's} obligations under the Contract, including payment to the Subcontractor. The Subcontractor has no legal relationship with the State, only with the Contractor.

Task – A discrete unit of work to be performed.

Unit Cost – All-inclusive, firm fixed price charged by the Bidder for a single unit identified on a price line.

2.2 CONTRACT-SPECIFIC DEFINITIONS/ACRONYMS

ASTM - The American Society for Testing and Materials.

Base Flood Elevation (BFE) – The elevation shown on the Flood Insurance Rate Map (FIRM) or Preliminary Flood Insurance Rate Map (“PFIRM”) for Zones AE, AH, A1-A30, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AP V1-V30, and VE that indicates the water surface elevation resulting from a flood that has a one (1) percent chance of equaling or exceeding that level in any given year.

Certificate of Elevation (COE) – A form developed by FEMA, and provided by the NFIP, which is prepared by a qualified engineer/surveyor to show compliance with the local floodplain management ordinance. The COE specifies: elevation of a building relative to mean high tide; building type; flood map location and additional information used to determine the proper flood

insurance premium rates for a property. An elevation certificate measures the difference in elevation between the home and the base flood elevation of the area.

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.

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

The 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.

Design Build – A contracting method where a single procurement allows for the Design and Construction activities to be within a single contract.

Design Flood Elevation (DFE) – The required elevation above the Mean Sea Level (MSL) of the lowest habitable finished floor of a building. This elevation is determined by adding the required freeboard to the BFE. This elevation shall be used to design and execute all elevation construction projects in the MAP. The elevation of the highest flood (generally the BFE including freeboard) that a retrofitting method is designed to protect against.

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.

Disaster Recovery Grant Reporting (DRGR) – A system developed by HUD to provide access to grant funds and report performance accomplishments for grant-funded activities.

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.

Duplication of Benefits – Assistance from multiple sources in which the assistance amount exceeds the need for a particular recovery purpose.

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).

EPA Renovation, Repair and Painting Rule – Renovation, repair and painting projects that disturb lead-based paint in homes built before 1978 must be EPA- or State-certified and must use certified renovators who follow specific work practices to prevent lead contamination.

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.

Final Closeout – The point at which an Applicant's Project is complete, the State's review has been finalized, and the town has issued a CO or the equivalent.

Flood Mitigation Assistance (FMA) – Authorized by Section 1366 of the National Flood Insurance Act of 1968, as amended, and governed, in part, by 44 CFR Part 78. The purpose of FMA is to assist State and local governments in funding cost-effective actions that reduce or eliminate the long-term risk of flood damage to buildings, manufactured homes and other insurable structures, with the ultimate resolution to reduce or eliminate claims under the National Flood Insurance Program through mitigation activities.

Floodplain – Any land area that FEMA determined has at least a one (1) percent chance in any given year of being inundated by floodwaters from any source.

Freeboard – An additional amount of height above the BFE to be used as a factor of safety (e.g., 3 feet above the BFE) to determine the level at which a structure's lowest floor must be elevated or floodproofed to be in accordance with State or community floodplain management regulations.

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.

Mitigation - Strengthening houses to withstand future natural disasters.

Mitigation Assistance Program (MAP or Program) – A program developed and overseen by the Division for Disaster Recovery and Mitigation through which Flood Mitigation Assistance funds awarded by FEMA can be spent to elevate flood-prone properties across the State.

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 UCC establishes clear and predictable requirements for construction throughout New Jersey.

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

OSHA - The Occupational Safety and Health Administration; 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.).

Program – The Mitigation Assistance Program (“MAP”).

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.

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.

Repetitive Loss (RL) – A property that (a) has incurred flood-related damage on two occasions, in which the average cost of the repair has equaled or exceeded 25% of the market value of the structure at the time of each flood event and (b) at the time of the second incidence of flood-related damage, the contract for flood insurance contains increased cost of compliance coverage.

Severe Repetitive Loss (SRL) – A property is covered under a contract for flood insurance available through the NFIP: (a) for which four or more separate claims payments (includes building and contents) have been made under flood insurance coverage with the amount of each such claim exceeding \$5000 and with the cumulative amount of payments exceeding \$20,000 or (b) for which at least two separate claims payments (includes building only) have been made under such coverage, with the cumulative amount of such claims exceeding the market value of the insured structure.

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

SOQ - Statement of Qualifications.

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.

Contractor Queue – The projects assigned to the Contractor to complete under the terms of this RFQ.

Xactimate – Replacement cost estimating software for property claims.

3.0 SCOPE OF WORK

3.1 ESSENTIAL REQUIREMENTS

The Contractor shall comply with, at a minimum:

- A. The Contractor shall be fully prepared, organized and able to provide Design & Construction/ Elevation services for the State as required by the Pre-construction, Construction/ Elevation and Project Closeout components specified by this RFQ and as implemented by the Core Services specified by RFQ Section 3.1.2. The Contractor shall be fully mobilized within thirty (30) days from the date of Contract award. Additionally, the Contractor must comply with all requirements and services outlined by this RFQ and the Program policies and procedures; and
- B. Contractor shall be responsible for ensuring that the Program components are administered in a way that is completely consistent and compliant with all applicable federal and State statutes, regulations, and any other such guidance as may be issued by a federal government or State governmental agency with jurisdiction. This shall include, but not be limited to:
 1. EPA Renovation, Repair and Painting Rule;
 2. Tax Information Security Guidelines as set forth in the Internal Revenue Service Publication 1075: <https://www.irs.gov/pub/irs-pdf/p1075.pdf>;
 3. Statement of Assurances for Contractor/Consultant – Additional Federally Funded Agreement Provisions Applicable to FEMA Funded Projects (Attachment #1), as applicable.

3.2 CORE SERVICES

FEMA awarded the State FMA grant funding to elevate twenty (20) residential flood-prone properties located in the floodplain in the Township of Fairfield through the State's MAP. The State seeks a minimum of two (2) and a maximum of four (4) Contractors to perform the following Scope of Services to elevate the properties and complete the assigned MAP projects within eighteen (18) months of the NTP. The State will assign no fewer than five (5) properties to each Contractor.

The State Office of Emergency Management ("OEM") is the FEMA Grantee and DCA is the sub-applicant for the project and, as such, will manage and oversee construction activities on all properties. All homes will be elevated three feet above BFE. The MAP schedule can be broken down into three phases:

- Pre-Construction
- Construction
- Closeout

The State has estimated that the length of time needed to elevate a home is no more than 120 days from issuing a property- specific NTP.

To ensure that each home receives a final CO and in an efficient and timely manner, DCA will administer the contract on behalf of the homeowner, making sure the Contractors achieve key milestones, and are paid accordingly.

The Design-Build Firm shall be responsible for all design decisions relative to the elevation and repair of each structure, including any design errors or omissions resulting from the design work.

Additional construction work resulting from errors and omissions shall not constitute cause for change orders and shall be the sole responsibility of the Design-Build firm.

The Contractor shall, at a minimum, provide the following Core Services:

- A. Provide professional labor, equipment, and materials adequate to perform the work in accordance with the scope of work issued by the State for each eligible applicant's home, while ensuring all applicable housing standards and codes are met;
- B. Perform the necessary pre-construction work, including but not limited to, site investigation, lead assessment, preliminary and final design, obtain necessary building and related permits and pay all associated fees;
- C. Provide requested documentation and track construction progress;
- D. Complete the elevation within the period of performance; and
- E. Restore the home's condition and usability which may include, but is not limited to, repairing drywall cracks, concrete, painting, exterior siding repairs, elevating existing decks, install stairs with landings at the new elevation height, remove and replace doors, remove and replace cabinetry, install new flooring and any other work to restore the home to pre-elevation condition or condition deemed necessary by the township or program as practicable, including possible lead hazard reduction/ abatement and clearance.
- F. Adhere to the Design Requirements specified in Exhibit D.

Core Services may be adjusted and/or expanded in accordance with modifications to the Program policies and regulations as specified by DCA and approved by the Division. The Contractor shall provide services as required by the State to meet Program policies and regulations if the additional services required are within the Scope of Work of this RFQ.

If a condition changes from the time of the bid to the time the NTP is issued, the Contractor shall notify DCA immediately. During the course of the work, the Contractor shall immediately report in writing to DCA any alleged error, inconsistency, ambiguity or omission in the Contract documents. The Contractor shall not continue with any work affected by such error, inconsistency, ambiguity, or omission until the DCA has had the opportunity to respond, which may include supplemental instructions.

3.3 PRE-CONSTRUCTION LOGISTICS AND COORDINATION

3.3.1 PRE-PLANNING

- (A) The subject Fairfield properties are located within the floodplain [per preliminary Digital Flood Insurance Rate Map ("DFIRM")]. Once properties were identified, the State completed a preliminary environmental review, preliminary construction cost estimate, performed an analysis, including consideration of feasibility, location, and previous NFIP claims, and selected those viable properties for elevation that will mutually benefit FEMA and the community.
- (B) After the environmental reviews but prior to the issuance of this RFQ, Matrix Engineering, Land Surveying and Landscape Architecture, PC ("Matrix New World Engineering") conducted soils testing and geotechnical inspections for each of the properties, provided a Geotechnical report and a COE. Geotechnical analytical activities included, but were not limited to, subsurface investigations such as test pits, or other necessary excavational activities to examine the subsurface condition of each home's existing footing and foundation walls, coupled with an examination of soil conditions in the vicinity of each of the

foundations. The Design-Build firms shall utilize the Geotechnical Report prepared by Matrix New World Engineering and attached hereto as Exhibits along with their own independent evaluation to develop design and construction drawings and specifications (the "Construction Documents") for the execution of the project and issuance of building permits. The final design work for each project is the responsibility of the Contractor awarded this contract.

- (C) The selected Contractors must submit plans for approval to the Township of Fairfield and develop a timeline for each property within the period of performance. The State will work closely with the Township of Fairfield to ensure it has the resources necessary to meet any increased demand on its Construction Office and to ensure a high level of coordination between the Township, the State and the awardees for this Contract. The State will issue the NTP after approval of the schedule. Also, the Contractor shall allow sufficient time for the homeowners to identify temporary rental housing.
- (D) The Contractor, Project Manager and homeowner must document, with images and video, the existing conditions of the home's interior and exterior prior to elevation activities. This will help minimize and/ or justify claims by the homeowners of damages caused by the Contractor.
- (E) Prior to elevation, the DCA will conduct an open records/ permit search to verify the code compliance for each property.

3.3.2 EPA RENOVATION REPAIR AND PAINTING RULE (RRP)

Because all properties were built before 1978, the EPA RRP Rule may apply. If the Contractor does not have RRP capacity in-house, the Contractor shall hire an EPA certified renovator or state certified Lead-Based Paint Risk Assessor to determine if lead-based paint is present, using EPA approved methods. The EPA requires that Contractors perform renovations using lead-safe work practices where a lead hazard is present (above the EPA de minimis levels). Contractor must use lead-safe work practices to treat any hazards. Once the property is elevated, the inspector must perform a visual whole-house lead clearance verification. The renovator is not required to perform sampling and submit to laboratory analysis.

3.3.3 CONSTRUCTION

- (A) The Contractor shall have a Construction Foreman on site full time for each elevation project. DCA will be on site for all municipal inspections, will verify that project progress is in line with Contract requirements, and will work with Contractors, the Township of Fairfield and/or homeowners to resolve disputes. DCA, not the Contractors, will communicate with homeowners throughout this process to inform them about construction progress, obtain required homeowner documentation, answer questions, and discuss eligible design input. Contractors should refer any questions from the homeowner to the DCA.
- (B) Throughout the duration of construction activities, the Contractor shall be required to escalate any potential site issues to the DCA and/or appropriate authority. As part of their responsibilities, Contractors shall acquire permits for all required construction and resolve matters that resulted in inspection failures. They will be required to submit a bi-weekly progress report of activities, risks, and resolutions for review by the DCA.
- (C) Leveraging the experience from managing the reconstruction or rehabilitation and elevation of over 7,000 homes through the State's Superstorm Sandy housing recovery efforts, the DCA expects that the elevation specs will include, but not be limited to, the following tasks:
 - 1. Mobilization & Demobilization to include all equipment, structural supports and cribbing material as required;

2. Lifting / Cribbing / Resetting of the structure;
3. Vapor Barrier under the entire home (1 layer);
4. Removal and replacement of sill plates with anchors;
5. Removal and replacement of 2' of exterior siding, house wrap, and sheathing to insert appropriately sized steel I-Beams for lifting of structure;
6. Utility disconnects and reconnects including labor and material;
7. Incidental damages to the home due to elevation activities that include, but are not limited to cracks in drywall, skewed doors and windows, cracked flooring and damages to exterior siding from replaced electrical service (e.g., meter mast removal and replacement);
8. Grading and required site soil stabilization (i.e. lawn seeding); and
9. Garage square footage is included in the total square footage of the home in the event that the garage is directly attached to the main structure.

The eligible foundation costs can include the following items:

10. New foundation system consisting of a CMU block wall with reinforcement from top of existing foundation height less the top course of block;
11. All reinforcement required for these typical systems identified;
12. Includes connections of a new foundation wall to the existing foundation system;
13. Includes interior pier replacement to new height with new footings as required;
14. Includes stainless steel flood vents (Smart Vent 1540-510 Dual Function Flood Vent or equivalent) per code requirements (assumed to be 1sqin/128sqft of home footprint);
15. Includes access door per code requirements;
16. Includes all lintels required for access door and flood vents; and
17. Includes parging of the CMU wall and interior piers.
18. Demolition of an existing foundation will include the following:
19. Removal of existing CMU wall above and below grade;
20. Removal of existing footings;
21. Removal of existing interior piers, slabs and exterior pads;
22. Excavation activities required for demolition;
23. Compacted backfill in lifts required by replacement of foundation and piers; and
24. Use of helical piles or other methods of underpinning a foundation based on site specific requirements.

(D) Additional eligible activities can include the following items, as needed:

1. Chimneys, inclusive of their footing/foundations will be elevated or demolished with haul-away / repairs;
2. Added costs for additional lifting material, detaching and resetting

equipment and casework, installation of new utilities, framing of floor system, insulation of floor, installation of new finishes, and demo/haul away of concrete slab for slab on grade homes or portions of homes that are on a slab;

3. Repairs and all aspects of lowering a garage door (man or vehicle) to include framing, trim, and finishes;
4. Elevation of existing wood decks, or removal and disposal dependent on address specific requirements as set forth in the design phase;
5. Gutter Downspout extension with Splash block to accommodate new height based on quantity required;
6. Interior fill to achieve an equal to or +6" above existing exterior grade surface; and
7. Saw cutting and repair of existing slab on grade if possible.

In accordance with FEMA requirements, elevations will adhere to:

8. Elevation Standard: ASCE 24-14;
9. FEMA P-312, Homeowner's Guild to Retrofitting;
10. Municipal Building Codes;
11. New Jersey Uniform Construction Code, and all applied regulations as amended.

(E) Throughout construction, the State will make progress inspections on each property to ensure that deliverables are met on time and that federal funds are only being used for eligible work. In accordance with the contract's milestone payment terms (see Section 3.9), payments will be made to the Contractors upon an inspection of each respective milestone achievement. The DCA will develop templates for reporting on a bi-weekly basis that the Contractors will submit to DCA to ensure smooth and transparent operation of the program. Updated schedules shall be provided with the bi-weekly reports. At the end of construction, the DCA will conduct a final inspection to confirm that all MAP requirements have been met.

3.4 CHANGE ORDERS

Construction Change Orders will be limited to changes in cost or project schedule that arise out of unforeseen conditions that could not have been reasonably discerned during the investigation or design phases of the Contractor's work. Change orders may also derive from changes in cost or project schedule due to alterations to the scope of work requested by the State. All change orders must be agreed upon and approved in writing prior to commencement of the work associated with them. The Contractors will present any unforeseen conditions to the State for review. The State has the responsibility to review and Decline or Approve any additional work. Changes directed by homeowners shall not be honored unless they are formally approved by the State.

3.5 CLOSEOUT

The Contractor shall schedule and participate a final inspection with the Township to certify that each home is compliant with State and local ordinances. If all required inspections are approved, and the Construction Official issues a CO, the Contractor will conduct all post-elevation activities that include, but are not limited to, utility reconnection; debris disposal and erosion control; miscellaneous repairs to existing finishes normally associated with elevation of an existing structure; repair of site features, such as landscaping, paved areas, and lawn areas disturbed by the elevation of the existing structure; receipt of the CO and post-construction survey.

3.6 STORAGE AND SITE MAINTENANCE

1. The Contractor shall confine its apparatus, the storage of its equipment, tools and materials, and its operations and workers to areas permitted by law, ordinances, permits, and Contract as set forth in the Contract Documents, the rules and regulations of the State, or as ordered by the DPMC. The Contractor shall not unreasonably encumber the Site or the premises with materials, tools and equipment.

2. The Contractor shall, at all times during the progress of the Work keep the premises and the job Site free from the accumulation of all refuse, rubbish, scrap materials and debris caused by its operations and/or the actions of its employees, Subcontractors and/or workers, to ensure that, at all times, the premises and Site shall present a neat, orderly and workmanlike appearance. This is to be accomplished as frequently as is necessary by the removal of such refuse, rubbish, scrap materials and debris from the Site and the State's premises. Loading, cartage, hauling and dumping of same will be at the Contractor's expense.

3. At the completion of the Work, the Contractor shall remove all of its tools, construction equipment, machinery, temporary staging, false work, mock-ups, form work, shoring, bracing, protective enclosures, scaffolding, stairs, chutes, ramps, runways, hoisting equipment, elevators, derricks, cranes, and any other materials and equipment brought onto the Project Site.

4. Should the Contractor not promptly and properly discharge its obligation relating to Site maintenance and/or final clean up, the State shall have the right to employ others and to charge the resulting cost to the Contractor after first having given the Contractor a three-working day written notice of such intent.

5. All construction equipment, materials and/or supplies of any kind, character or description, regardless of value, which remain on the work site for more than 30 (thirty) calendar days from the date of the CO, shall become the property of the State. Such construction equipment, materials and/or supplies will be disposed of in any manner the State shall deem reasonable and proper. The cost of this disposal will be deducted from any sums due the Contractor. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the State.

3.7 CONTRACT STARTUP

The Contractor shall be responsible for startup operations, staffing, and logistics to ensure that it is operational thirty (30) calendar days from the date of Contract award.

The Contractor shall, at a minimum:

- A. Schedule a Kickoff Meeting (KM) and meet with the State Contract Manager (SCM) within five (5) business days after Contract award. This meeting shall include discussion of, at minimum:
 1. Blanket P.O. Contract intent and scope of work;
 2. Proper methods and channels of communication between the Contractor and the SCM;
 3. Finalization of any preliminary plans submitted with the Contractor's original Quote submission into the Operational Plan ("OP"), as specified by RFQ Section 3.2. The OP shall incorporate the decisions and recommendations made to all preliminary plans during the KM;
 4. Development and finalization of status reporting forms and mechanisms; and
 5. Additional topics deemed necessary by the SCM.

- B. Note: The Contractor may request a “virtual” KM or teleconference, in writing, within two (2) business days after the Contract award. The SCM will respond to the request in writing within twenty-four (24) hours.
- C. Perform SIROMS systems training as provided by DCA within fourteen (14) calendar days of the SCM requiring training. This system shall be utilized by the Contractor for all Program-related information management as directed by the SCM. In addition to SIROMS, the Contractor must have access to use and be proficient with all software and online tools necessary to conduct the scope of work.

All plans and procedures are subject to DCA, State and/or SCM approval.

3.8 OPERATIONAL PLAN

The Contractor shall be responsible for completing a DCA-approved OP within thirty (30) days of Contract award. DCA reserves the right to require revisions by the Contractor to the OP as necessary to meet the requirements of this RFQ.

The OP shall include, at a minimum:

- A. Complete and comprehensive methods to implement the Core Services specified herein;
- B. A schedule for each property with the associated stage of elevation/ construction that brings the project to closeout within ninety (90) days of NTP;
- C. Attend meetings as requested by DCA.

3.9 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. Construction progress;
 - 2. Potential problems and
- B. Ensure compliance with reporting requirements as specified by this RFQ, including but not limited to, the New Jersey Prevailing Wage;
- 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.

3.10 ISSUE TRACKING AND FRAUD/WASTE AND ABUSE COORDINATION

The Contractor is expected to report any possible fraudulent or dishonest acts, waste, or abuse and shall be fluent with DCA’s Detection of Fraud, Waste and Abuse Policy (Exhibit E) within thirty (30) calendar days of Contract award.

The Contractor shall, at a minimum:

- A. Determine the scope and extent of any potential fraud/abuse/waste concerns;
- B. Identify and report to the SCM potential fraud/abuse/waste activity in the Program as soon as discovered;

- C. Cooperate with internal and external auditors such as the Office of the Inspector General and other State Auditors;
- D. Assist the SCM with relevant investigations; and
- E. Assist the SCM with: Open Public Records Act (OPRA) and Freedom of Information Act (FOIA) requests, subpoenas, and prosecutorial requests. Upon any such request to the Contractor directly, immediately notify and forward the request and supporting documentation to the SCM.

3.11 DOCUMENT MANAGEMENT AND RECORDS RETENTION

The Contractor shall store and retrieve physical documents and electronic images of all paper documents and policy and procedures associated with the Program in a secure environment and in accordance with federal requirements.

The Contractor shall, at a minimum:

- A. Utilize SIROMS as requested by the SCM to:
 1. Invoice at the appropriate milestone per property
 2. Upload all Property-related documentation, including, but not limited to, surveys, architectural plans, permits and municipal code inspection records.
 3. Enter case notes and update data fields.
- B. Provide the DCA with full access to the Contractor's electronic and physical records pertaining to this Contract, including all reports, documents, or other material as requested by the DCA;
- C. Receive and process incoming Program-related documents according to Program requirements;
- D. Implement a process to be used to organize the documents for later retrieval, and implement controls for document filing and incoming mail and fraud prevention;
- E. Store application files (physical and electronic) in a secure environment;
- F. Research inquiries regarding missing documents or any pertinent information required;
- G. At the end of the Contract term, return to the State all records, documents, and files associated with the Program and the performance of this Contract, at the Contractor's expense. This includes, but is not limited to, electronic and paper files, drawings, plans, storage devices, and any other record pertaining to the Program.

3.12 ACCOUNTING AND REPORTING

Program effectiveness depends upon accurate reporting by the Contractor and accountability to DCA. In addition to the scheduled reports, the Contractor shall provide the SCM with interim reports as requested by the SCM. The specific format of the reports will be determined by the State during the KM.

The Contractor shall, at a minimum:

- A. Supervise accounting staff and ensure compliance with this RFQ as appropriate;
- B. Interface with MAP Finance staff as appropriate;

- C. Provide the SCM, on a bi-weekly basis, a written update of work completed the prior two weeks and a projection of activities for the next two weeks; and
- D. Meet in-person or telephonically bi-weekly, or as deemed necessary, with the State to discuss the status of Program deliverables.

3.13 PERSONNEL REQUIREMENTS

The Contractor shall be responsible for monitoring its staff, subcontractors, and any State-provided assets, if applicable. The Contractor shall, at a minimum:

- A. Ensure that all staff actions efficiently follow Program policies and procedures and local, Federal and State regulations and requirements;
- B. Supervise internal and subcontractor employee activities;
- C. Review subcontractor's deliverables and procedures regularly to ensure compliance with this Contract; and
- D. Communicate potential issues and risks to the State.

3.14 CERTIFIED PAYROLL RECORDS

N.J.A.C. 12:60-5.1(2)(c) requires that certified payroll records must be submitted to DCA by all Contractors and Subcontractors, for each employee on the Project within ten (10) days of the payment of wages. DCA will receive, file, and make these records available for inspection during its normal business hours.

3.15 PAYMENT

The Contractor shall invoice and will be compensated for services provided for each assigned unit at the four key milestones as follows:

- A. Design Complete: 5% of Contract value
- B. Permits Obtained: 15% of Contract value
- C. Foundation Passed Inspection: 40% of Contract value
- D. Project Complete: 40% of Contract value

Receipt of FEMA funds triggers the move from Pre-Construction to Construction. Once the Contractor receives a Certificate of Occupancy ("CO") or the equivalent, the file then moves to Closeout and the Project is Complete. Payments to the Contractor will only be made by the State, upon successful completion of A, B, C and D above as determined by the Project Manager or SCM, in its sole judgment, and will be based on the awarded firm fixed price per unit.

NOTE: To be eligible for award of Contract, the apparent winning Bidder must register with NJ Start prior to any Contract execution. All Bidders are advised to register with NJ Start at <https://www.njstart.gov/bsol/>. Please contact the DCA with any questions regarding registration.

4.0 QUOTE PREPARATION AND SUBMISSION

4.1 GENERAL

Quotes including Bidder proposed terms and conditions may be accepted, but Bidder proposed terms or conditions that conflict with those contained in the RFQ as defined in Section 2.0 of this RFQ, or that diminish the State's rights under any Contract resulting from the RFQ, will be considered null and void. The State is not responsible for identifying conflicting Bidder proposed terms and conditions before issuing a Contract award. It is incumbent upon the Bidder to identify and remove its conflicting proposed terms and conditions prior to Quote submission. If a Bidder intends to propose terms and conditions contrary to the RFQ, these Bidder proposed terms and conditions shall only be considered if submitted pursuant to the procedure set forth in Section 1.3.1 of this RFQ.

If prior to Notice of Intent to Award, the DCA notifies the Bidder of any such conflicting Bidder proposed term or condition and the conflict it poses, the DCA may require the Bidder to either withdraw it or withdraw its Quote.

After award of Contract, If conflict arises between a Contractor's proposed term or condition included in the Quote and a term or condition of the RFQ, the term or condition of the RFQ will prevail.

The Bidder is advised to thoroughly read and follow all instructions contained in this RFQ in preparing and submitting its Quote.

A Quote must arrive at the Division in accordance with this RFQ's instructions within the time frames noted on the sheet, or as indicated on the posted Bid Amendment if the Quote Opening Date has been changed.

4.2 QUOTE CONTENT

The Quote should be submitted in 3 volumes, with the content of each volume as indicated below.

- A. Volume 1
Section 1 - Forms (Sections 4.4).

- B. Volume 2
Section 2 - Technical Quote (Section 4.7);
Section 3 - Organizational Support and Experience (Section 4.10); and
Section 3A - Any other miscellaneous documents to be included by the Bidder.

- C. Volume 3
Section 4 – Price Schedule (Section 4.15) the includes the pricing for each of the 20 properties.

4.3 Instructions for Quote Submission

Bidders shall submit Quotes no later than 2:00 PM on February 23, 2022.

Bidders may submit quotes via email to MAP-RFQ@dca.nj.gov or deliver "hard copies" in 3 volumes to:

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

4.4 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED WITH QUOTE

Unless otherwise specified, forms must contain an original, physical signature, or an electronic signature pursuant to Section 1.3.4 of this RFQ }.

Bidders shall complete, sign and submit the following forms found via the link below, beginning with the State of New Jersey Standard Terms and Conditions (for Waivers and DPAs) and continuing through the Affirmative Action Compliance section. As this RFQ is a Waivered Contract, Bidders shall include the Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions. Failure to submit any of the required forms could be caused to reject its Quote as non-responsive.

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

4.5. BONDING CAPABILITY, PERFORMANCE AND PAYMENT BONDS

Pursuant to the Home Elevation Contractors Law (56:8-138 et al) and the implementing rules and regulations (Title 52:27D-123.16), Contractor must provide proof of bonding capacity of at least \$500,000 and outstanding payment and performance bond or bonds in favor of the homeowner, in the minimum amount of the value of the home elevation project, to be maintained for the duration of the project.

Contractor must include a letter from a Bonding company highlighting Respondent's Bonding capacity. Proof of bonding capacity of at least \$500,000 and outstanding payment and performance bond or bonds in favor of the homeowner, in the minimum amount of the value of the home elevation project, to be maintained for the duration of the project. If the payment and performance bonds are combined into one (1) instrument, then they must be for 200% the elevation cost for that project. The surety issuing the performance bond shall be, as of the date of the issuance of the bond, licensed to do business in the State of New Jersey and be a surety or insurance company on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies.

4.6 REGISTRATION AS A HOME ELEVATION COMPANY

Prior to Blanket P.O. Award, if a Contractor is not registered as a Home Elevation Contractor with the New Jersey Division of Consumer Affairs, pursuant to the Home Elevation Contractors Law (56:8-138 et al) and the rules and regulations (Title 52:27D-123.16), the Contractor may contract with a Home Elevation Contractor and related service providers, subject to State approval.

Among other requirements of the Home Elevation Contractor Law, the Contractor must have been in business for a minimum of five (5) years or the principals must have had five (5) years of ownership/management experience in a previous company that provided elevation services.

4.7 TECHNICAL QUOTE

In this section, the Bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work section, i.e., Section 3.0. The Bidder must set forth its understanding of the requirements of this RFQ and its 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.

4.8 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, including the full-time deployment of a Construction Foreman on site. The plan should include the Bidder's approach to communicate with the State Contract Manager and the Project Manager.

4.8.1 CONTRACT SCHEDULE AND PLANS

4.8.2 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 detailed mobilization plan, including a timetable beginning with the date of notification of Contract award and lasting no longer than **30 calendar** days.

Such mobilization plan should 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.

The mobilization plan will serve as the first draft of the OP required pursuant to Section 3._ of this RFQ.

Bidder must provide a list of all owned/rented equipment (year/use/mileage) and provide the following documentation related to equipment:

- A. What use is intended for each piece of equipment during the MAP?
- B. What are the sizes of the equipment, to ensure that equipment is sized properly to fit loading and access conditions?

4.9 POTENTIAL PROBLEMS

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

4.10 ORGANIZATIONAL SUPPORT AND 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 Vendor {Bidder} should include the level of detail it determines necessary to assist the Evaluation Committee in its review of Bidder's Quote.

4.11 ORGANIZATION CHARTS

Contract-Specific Chart. The Bidder should include a Contract 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.

4.12 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. Resumes should include the following:

- A. The individual's previous experience in completing each similar Contract;
- B. Beginning and ending dates for each similar Contract;
- C. A description of the Contract demonstrating how the individual's work on the completed Contract relates to the individual's ability to contribute to successfully providing the services required by this RFQ.

The Bidder should provide detailed resumes for each Subcontractor's management, supervisory, and other key personnel that demonstrate knowledge, ability, and experience relevant to that part of the work which the Subcontractor is designated to perform. When a Bidder submits resumes pursuant to this paragraph, the Bidder shall redact the social security numbers, home addresses, personal telephone numbers, and any other personally identifying information (PII) other than the individual's name from the resume.

4.13 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE

As required by the Home Elevation Contractors Law, contractors who offer home elevation services must, among other requirements: have a named person in an ownership, employee, or consultant position who has a minimum of five (5) years of experience in home elevation. The Bidder must include in the RFQ response a description of direct work on prior completed projects, including size, structure, location, scope of services rendered, proof of job completion, staffing/ labor force and training in the operation of home elevation equipment (52:27D-123.16). DCA requires at least three (3) references pertaining to the relevant experience. Experience with federally-funded projects will be additive to a Bidder's score, but is not a requirement.

If Bidder intends to employ a Subcontractor, 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 Contractor's Bidder's Quote. The Bidder must provide a detailed description of services to be provided by each Subcontractor.

4.14 FINANCIAL CAPABILITY OF THE BIDDER

The Bidder should provide sufficient financial information to enable to 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. Letter from Bidder's bank attesting to Bidder's unused Line of Credit or cash on hand of at least \$500,000; and
- B. Federal tax forms filed with the IRS or certified financial statements (audited or reviewed) in accordance with applicable standards by an independent Certified Public Accountant that include a balance sheet, income statement, and statement of cash flow, and all applicable notes for the Bidders past two (2) fiscal years.

Bidder may designate specific financial information as not subject to disclosure when the Bidder has a good faith legal/factual basis for such assertion. A Bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with the Quote. The State reserves the right to make the determination to accept the assertion and shall so advise the Bidder.

4.15 PRICE SCHEDULE/SHEET

The Bidder must submit its pricing using the State-supplied price sheet/schedule(s) accompanying this RFQ and located on the "Attachments" Tab.

4.15.1 PRICE SHEET/SCHEDULE ATTACHMENT INSTRUCTIONS

Using the Engineer's design packet for reference, the Bidder shall provide a Firm Fixed Unit Cost for each unit on the Price Schedule for the task of successfully completing elevation and related construction to restore the unit, as much as practical, to its pre-elevation state. Failure to provide all requested unit pricing shall result in the Bidder's Quote being deemed non-responsive. The Contractor must also include abatement costs to address potential lead hazards as measured per square foot.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS APPLICABLE TO THE BLANKET P.O. {CONTRACT}

5.1 CONTRACT TERM AND EXTENSION OPTION

The Contract for this RFQ consists of this RFQ, the successful Bidder's Quote, the State of New Jersey Standard Terms and Conditions ("SSTC") and the Supplemental SSTC. The SSTC and the Supplemental SSTC will apply to this Contract, in addition to the terms and conditions otherwise set forth in this RFQ. Both should be read in conjunction, unless the RFQ indicates otherwise.

The base term of this Contract shall be for a period of **one (1) year from the Contract Award**. This Contract may be extended for up to one (1) additional year by the mutual written consent of the Contractor and the DCA, at the same terms, conditions and pricing in effect for the original Contract year, or at rates more favorable to the State.

Within five (5) business days of Contract award, the Contractor shall conference with the State Contract Manager and Construction Manager for a "kick-off" meeting. The Department will then issue the NTP.

5.2 CONTRACT AMENDMENT

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

5.3 CONTRACTOR RESPONSIBILITIES

The Contractor shall have sole responsibility for the complete effort specified in this Contract. Payment will be made only to the Contractor that shall have sole responsibility for all payments due any Subcontractor.

The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under 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 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.

5.4 SUBSTITUTION OF STAFF

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

5.5 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

The Contractor shall forward a written request to substitute or add a Subcontractor or to substitute its own staff for a Subcontractor to the SCM for consideration. No substituted or additional Subcontractors are authorized to begin work until the Contractor has received written approval from the SCM. The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the Contractor in its Quote.

5.6 OWNERSHIP OF MATERIAL

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

5.7 DATA CONFIDENTIALITY

All financial, statistical, personnel, customer, and/or technical data supplied by the DCA to the Contractor is confidential. The Contractor must secure all data from manipulation, sabotage, theft or breach of confidentiality. The Contractor is prohibited from releasing any financial, statistical, personnel, customer and/or technical data supplied by the State that is deemed confidential.

5.8 LICENSES AND PERMITS

The Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this Contract. The Contractor shall comply with all New Jersey Department of Labor requirements. The Contractor shall supply the SCM with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to this Contract award.

5.9 CLAIMS AND REMEDIES

5.9.1 CLAIMS

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

5.9.2 REMEDIES

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

5.9.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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

5.10 LIQUIDATED DAMAGES

The Contractor must provide all deliverables and complete all tasks and subtasks within the agreed-upon schedule. The State and Contractor recognize that time is of the essence here and the State will suffer loss if the work is not complete within the time specified above, plus any extensions thereof allowed. The Contractor must immediately advise the DCA of any circumstances or event that could result in late completion of any deliverable, task or subtask required to be completed or delivered by a specific date.

The MAP has a deadline for completion of May 29, 2023, as mandated by FEMA. Late delivery will harm the State through costs related to the project delay and staff resources. Such harm is uncertain in amount and difficult to measure and prove accurately. By executing this Contract, the Contractor agrees that the liquidated damages specified herein are reasonable in amount and are not disproportionate to actual anticipated damages.

The liquidated damages herein specified shall only apply to the Contractor's delay in performance. Liquidated damages are only intended to compensate the State for additional personnel efforts required or resources expended when work is not completed on time. If due to the fault of the contractor, the entire project is not completed prior to the FEMA deadline, FEMA would de-obligate that project and DCA would be required to repay the funds to FEMA. If this occurs, then the Contractor would be liable for the amount DCA would be required to repay to FEMA.

The State anticipates that each elevation project shall be completed within 90 days. However, the State anticipates that in the normal course of business, there may be delays, and therefore, will not assess liquidated damages until a project exceeds 120 days following the Notice to Proceed. Should Contractor fail to complete the project within 120 days, due to Contractor delay, the Contractor shall be liable to the State for the sum of \$206.00 per day, per project. This sum represents the average cost of lodging as well as meals and incidentals for the area, which the State would be required to pay for each project. The State and Contractor agree that such sum represents a good faith effort to estimate the actual damages that would likely result from a delay and that such sum therefore constitutes liquidated damages and not a penalty. The State shall have the right to deduct liquidated damages from any amount due or that may become due to the Contractor, or collect such liquidated damages from the Contract or Surety. The State has the option to enforce the liquidated damages or to waive such damages.

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 DCA shall be entitled to recover liquidated damages under each section applicable to any given incident. Liquidated damages are not intended to include litigation costs or attorney's fees incurred by the State, or other incidental or consequential damages suffered by the State due to the Contractor's failure to perform.

5.11 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

Other than construction change orders that will be reviewed by DCA for approval, the Contractor shall not perform any additional work or special projects not part of this Contract without first obtaining the Project Manager's recommendation and the State Contractor's written approval.

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

The written Quote must detail the cost necessary to complete the additional work in a manner consistent with this Contract. Therefore, whenever possible, the price schedule should be a firm, fixed price to perform the required work. The firm, fixed price should specifically reference and be tied directly to costs submitted by the Contractor in its original Quote. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

The State shall be under no obligation to pay for work performed without the DCA's written approval.

5.12 MODIFICATIONS AND CHANGES TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS (SSTC)

5.12.1 INDEMNIFICATION

The New Jersey SSTC is supplemented with the following:

5.12.2 LIMITATION OF LIABILITY

The Contractor's liability to the State for actual, direct damages resulting from the Contractor's performance or non-performance, or in any manner related to this Contract, for any and all claims, shall be limited in the aggregate to 200% of the total value of this Contract, except that such limitation of liability shall not apply to the following:

- A. The Contractor's obligation to indemnify the State 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 {Contractor's} indemnification obligation is not limited by, but is in addition to, the insurance obligations contained via the NJ SSTC link.

5.12.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

A. 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 \$1,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of 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

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. All policies must be endorsed to provide sixty (60) days written notice of cancellation or material change to the State at the address shown below. The contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof. Renewal certificates shall be provided within thirty (30) 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 insurance to be provided by the contractor shall be as follows:

B. Occurrence Form Comprehensive General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Comprehensive General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as "Additional Insureds" 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, unamended, and unendorsed Comprehensive General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State, which shall not be circumscribed by any endorsement limiting the breadth of coverage;

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

1. \$1,000,000 BODILY INJURY, EACH OCCURRENCE;
2. \$1,000,000 DISEASE EACH EMPLOYEE; and
3. \$1,000,000 DISEASE AGGREGATE LIMIT;

D. Maintain a minimum of \$1,000,000 per occurrence of Cargo, or other insurance that specially covers damages or losses to homeowner, lessee, tenant or other party resulting from home elevation activities (including the \$500,000 of coverage required for all home improvement contractors) with an aggregate limit of \$2,000,000;

E. Maintain Cargo or similar insurance protecting the homeowner's, lessor's, or tenant's personal property in the minimum amount of \$50,000 per occurrence, with a minimum aggregate amount of \$200,000;

F. Maintain Riggers, care, custody or control, or similar insurance protecting the dwelling and other structures being elevated in the minimum amount of \$500,000 per occurrence, with a minimum aggregate amount of \$2,000,000;

G. Maintain insurance protecting the homeowner, lessor, or tenant from losses not caused through any fault of the Contractor in the minimum amount of \$500,000 per occurrence, with a minimum aggregate amount of \$2,000,000;

H. Maintain Commercial 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 occurrence as a combined single limit; and

I. Maintain any additional insurance required by law.

In addition, Contractor must provide an acknowledgement that they will be required to provide a post-elevation home warranty. At a minimum this warranty will be a 10/2/1 warranty from a third-party warranty provider. This warranty will be ten (10) years for the structural foundation system,

two (2) years for the mechanical reconnections, and one (1) year for workmanship. Said Warranty shall include the following language:

Should the Contractor default on their warranty obligation under the Workmanship/Materials warranty during year one and/or the mechanical reconnections in the Delivery Portion of Systems warranty during years one and two, the Insurer becomes the Warrantor. The Warrantor for Major Structural Defects changes depending on the timeframe in which the Defect occurs and if the Contractor is unable to perform warranty obligations. The Warrantor is the Contractor in years one and two and then the Warrantor becomes the Insurer for the remaining warranty period (years three through ten).

5.12.4 HOME ELEVATION CONTRACTORS LAW

None of the insurance requirements contained within this Section will preclude or replace the requirements pursuant to the Home Elevation Contractors Law (56:8-138 et al).

6.0 QUOTE EVALUATION

6.1 RIGHT TO WAIVE

The DCA reserves the right to waive minor irregularities or omissions in a Quote. The DCA also 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.

6.2 STATE'S RIGHT TO REQUEST FURTHER INFORMATION

The DCA reserves the right to request all information which may assist in determining a Contract award, including factors necessary to evaluate the Bidder's financial capabilities to perform the Contract. Further, the DCA reserves the right to request that a Bidder explain, in detail, how the Quote price was determined.

6.3 QUOTE EVALUATION COMMITTEE

Quotes will be evaluated by an Evaluation Committee composed of members of the DCA. Representatives from other governmental agencies may also serve on the Evaluation Committee.

6.4 EVALUATION CRITERIA

Once DCA determines that the Bidder is a registered Home Elevation Contractor and has met the threshold for financial stability, the following evaluation criteria, 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.

6.4.1 TECHNICAL EVALUATION CRITERIA

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

Contracts 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 within deadline.

6.5 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.

6.6 EVALUATION OF THE QUOTES

After the Evaluation Committee completes its evaluation, the Bureau may establish a competitive range and negotiate 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.

Similarly, the DCA may invite one (1) Bidder or multiple Bidders to submit a BAFO. Any BAFO that does not result in more advantageous pricing to the State will not be considered, and the State will evaluate the Bidder's most advantageous previously submitted pricing.

It is DCA's intent to award the MAP contract to no fewer than two (2) Bidders and no more than four (4) Bidders whose Quotes conforming to this RFQ are most advantageous to the State, price, and other factors considered. Once the Evaluation Committee has finished its selection of Contractors for Award, the DCA will issue Notices of Intent to Award a Contract to those Bidders. DCA will execute the Contracts upon approval by the State Treasurer, Division of Purchase and Property (DPP).

7.0 CONTRACT AWARD

REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (FORMERLY EXECUTIVE ORDER NO. 134), EXECUTIVE ORDER NO. 117 (2008) AND N.J.A.C. 17:12-5 ET SEQ.

- A. Prior to awarding any Contract or agreement to any Business Entity, where the Contract exceeds \$17,500, the Business Entity proposed as the intended Contractor shall submit the Two-Year Chapter 51/Executive Order 117 Contractor 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 contributions the Business Entity made during the preceding four (4) years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the means of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions are available on the DPP's website at

<http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf>.

- B. This form will be provided to the intended Contractors for completion and submission to the DCA with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended Contractors shall submit to the DCA the Certification and

Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a Contract under this RFQ.

C. Further, the Contractors are required, on a continuing basis, to report any contributions they make during the term of the Contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the DPP's website at

D. <http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf>,

shall be provided to the intended Contractor with the Notice of Intent to Award.

7.1 AFFIRMATIVE ACTION

The intended Contractor must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Intended Contractors not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at:

http://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf.

7.2 INSURANCE CERTIFICATES

The Contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this Blanket P.O. {Contract}, naming the State as an Additional Insured. See the link to the SSTC.

8.0 CONTRACT ADMINISTRATION

8.1 STATE CONTRACT MANAGER

The SCM is the State employee responsible for the overall management and administration of the Contract. The SCM for this project will be identified at the time of execution of Contract. At that time, the Contractor will be provided with the SCM's name and contact information.

8.2 STATE CONTRACT MANAGER RESPONSIBILITIES

The SCM will be responsible for engaging the Contractor, assuring that Purchase Orders are issued to the Contractor, directing the Contractor to perform the Scope of Work of the Contract, approving the deliverables and approving payment vouchers. The SCM is the person who the Contractor will contact after the Contract is executed for answers to any questions and concerns about any aspect of the Contract. The SCM is responsible for coordinating the use of the Contract and resolving minor disputes between the Contractor and any component part of the DCA. The SCM is also responsible for notifying OIT and other appropriate parties of security and privacy violations or incidents.