

**PROJECT NAME: Design Firm (Architect/ Engineer) RFQ for MAP**

**PROJECT LOCATION: Lincoln Park, New Jersey**

**DATE: TBD**

**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 Mitigation Assistance  
Program  
Architectural / Engineering Services**



**December 2022**

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**Request for Quote for Mitigation Assistance Program  
Architect / Engineer for Design Services**

## **§1.1 Purpose and Intent**

The purpose of this Request for Quote (“RFQ”) is to solicit Quotes from qualified Architectural/ Engineering Firms (“Design firm” or “Contractor”) with demonstrated experience providing geotechnical and design services related to the elevation of residential properties, to participate in New Jersey’s Mitigation Assistance Program (“MAP” or “Program”). The New Jersey Department of Community Affairs, thereafter “Department” or “State”, intends to award the contract for the design of Eleven (11) homes in Lincoln Park, New Jersey to one (1) Contractor. The State expects the period of performance to be four (4) months for the geotechnical survey and design phase.

## **§1.2 Background**

On July 26, 2022, the Federal Emergency Management Agency (“FEMA”) awarded DCA a grant through FEMA’s Fiscal Year (“FY”) 2020 Flood Mitigation Assistance (“FMA”) appropriation.<sup>1</sup> 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”). The Department acts as the subrecipient to the New Jersey Office of Emergency Management (“OEM”), or “Grantee”, and will manage the construction projects on all properties. The Department will use the funding for the State’s MAP to elevate Eleven (11) residential properties located in a floodplain in the Township of Lincoln Park.

Once the State identified candidates for the MAP, the State, in conjunction with FEMA, completed a preliminary Tier 1 environmental review and performed an analysis considering feasibility, location, and previous NFIP claims. The properties must be elevated at least three (3) feet over base flood elevation (“BFE”) to Design Flood Elevation (“DFE”) and the grant will be closed out by March 2025.

In preparation for procuring an elevation/ construction firm, the State has issued this RFQ for a Contractor to prepare a geotechnical analysis, design and permit drawings for use by the elevation contractors for the Eleven (11) MAP properties. After developing a Certificate of Elevation and performing a Geotech analysis, the Design firm will review each property, provide a structural feasibility analysis and architectural plans, along with unifying environmental and structural requirements necessary to successfully fulfil the program requirements. The State liaises with the municipality and the Contractor to approve the submitted plans. The Design Firm shall also be available to review a limited number of Work or Change Orders during the subsequent Construction Phase.

The Design firm must bid on all Eleven (11) properties identified in this RFQ. The State will directly manage the Contractor, issuing the Notice to Proceed for increments of three (3) to four (4) properties at a time.

## **§2.0 Definitions**

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

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<sup>1</sup> 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.

Architect – A professional licensed to practice architecture in the State of New Jersey.

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 1 percent chance of equaling or exceeding that level in any given year.<sup>2</sup>

Contractor – The Contractor within this RFQ is the Architect or Engineer.

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.

Division for Disaster Recovery and Mitigation (“DRM”) – a Division within the Department of Community Affairs (“DCA”) that manages most federal funds granted to the State for recovery efforts from disasters such as Superstorm Sandy and COVID-19 and to build resilience for, or mitigate the effects of, future disasters.

Duplication of Benefits – Instances where a property owner has received financial assistance from another source for the same purpose or if such assistance is available to the property owner from another source for the same purpose.

Design Flood Elevation (“DFE”) – The elevation of the highest flood (generally the BFE including freeboard) that a retrofitting method is designed to protect against. Also known as the Flood Protection Elevation.

Engineer – A New Jersey licensed geotechnical, civil, or structural engineer.

Elevated building - A building that has no basement and a lowest floor that is elevated to or above the BFE on CMU foundation walls, shear walls, posts, piers, pilings or columns.<sup>3</sup> The Program requires an elevation three (3) feet above BFE.

Elevation Certificate – A document prepared by a qualified engineer / surveyor that provides information on the 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.

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.<sup>4</sup>

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

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<sup>2</sup> [HMA Elevation Supplement No. E1.3](#)

<sup>3</sup> [HMA Elevation Supplement No. E1.3](#)

<sup>4</sup> [FEMA website, “About the Agency”](#)

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.<sup>5</sup>

Floodplain – Any land area that FEMA determined has at least a 1% percent chance in any given year of being inundated by floodwaters from any source.<sup>6</sup>

Mitigation Assistance Program (“MAP”) – A program developed and overseen by the DRM 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.<sup>7</sup>

New Jersey Department of Community Affairs (“Department” or “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.

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

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 \$5,000 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.

Xactimate – Replacement cost estimating software for property claims.

### **§ 3.0 Scope of Services**

The Design Services shall be provided in three (3) phases:

- A. Design Phase
- B. Construction Documents Phase
- C. Construction Administration – Change Order Review.

Each phase will have associated deliverables and payment milestones. All phases shall be billable upon Program acceptance of the respective deliverables, except for Construction Administration, which shall

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<sup>5</sup> [44 CFR §78.1](#)

<sup>6</sup> [2015 HMA Guidance, “Glossary”](#)

<sup>7</sup> [2015 HMA Guidance, “Glossary”](#)

be billed on a per unit basis during elevation/ construction, up to the limit determined by DCA.

The DRM anticipates requiring design and engineering deliverables that include, but are not limited to:

- Surveying;
- Geotechnical investigation;
- Structural evaluation;
- Structural design;
- Residential Building Design Services;
- Construction Documentation for building permit application; and
- Construction Cost Estimating

### **§ 3.1 Design Objectives**

The Architect/ Engineering firm (“Contractor”) shall meet the following design objectives as part of the Scope of Work:

- Provide the Program with an opportunity to understand the construction activities required to complete the project, including the likely cost of construction, ensure the feasibility of construction;
- Finalize the scope of construction work, and provide detailed documents that can be used by the elevation/ construction firms to complete the construction activities associated with the Scope of Work;
- Plans must meet all Programmatic, NJ State Code, and federal requirements;
- Plans must be approved by the Program, Municipality, and Homeowner prior to construction; and
- Buildings must be structurally sound and capable of being elevated safely, as applicable.

### **§ 3.2 Scope of Work**

The Contractor shall deliver the following Scope of Work:

- a) The Contractor shall perform a thorough structural investigation and analysis of the conditions at the property to define the scope of construction work necessary to elevate the property to DFE, including but not limited to subsurface investigations, test pits, or other necessary excavation to examine the footing and foundation wall in the vicinity of the foundation when applicable;
- b) The Contractor shall then arrange for appropriate geotechnical laboratory tests of those samples, if no obvious contamination is discovered;
- c) The Contractor shall provide an up-to-date Elevation Certificate representing the latest flood plain maps, building characteristics, and lowest floor elevation;
- d) The Contractor shall collect property specific information, including existing conditions and field measurements of the existing house and property, to develop a design solution that addresses elevation of the home to DFE and shall include a Site Plan, building plans, elevations, sections, and

3D representations of the proposed house.

- e) The design solutions should include front and rear stairs, any side entrances, attached garage doors, or other openings, changes to the exterior as required to facilitate the elevation, and any other aspects of the design that have a visual impact to the completed project. The design shall also provide solutions for utility relocation, mechanical equipment relocation, and other structural modifications.
- f) The Contractor shall also provide a cost estimate that is broken down by the major components of the design solution and any other costs associated with the complete construction project.
- g) After approval by the Program, the Design Firm shall convert the designs and solutions presented during the design phase, into Construction Documents that include all required details and specifications for the proper pricing of the project by construction/ elevation contractors and that demonstrate code compliance for the issuance of building permits.
- h) The Contractor shall submit signed, sealed drawings to the municipal code office for plan review and acceptance. The Design Firm shall make any adjustments to the construction documents as required by the code office to achieve approval for construction permits.

### **§ 3.3 Elevation Requirements**

During the geotechnical investigations and drafting of the design specifications, the Contractor must bear in mind the essential elevation requirements. Elevations must be consistent with 44 CFR Part 60, including, but not limited to:

- The lowest floor of the structure must be elevated to DFE. Upon completion of the elevation work, an Elevation Certificate verifying “as built” elevations is completed to ensure that the structure complies with the local floodplain and NFIP floodplain management and HMA requirements.
- Elevation projects are designed and adequately anchored to prevent flotation, collapse, and lateral movement of the structure due to hydrodynamic and hydrostatic loads, including the effects of buoyancy. An engineer certifies that the design elevation will withstand the depth and velocity of 110-year flood events (hydrostatic and hydrodynamic loads), any potential increase in wind load, or any other relevant load factors.
- For elevation projects on continuous foundation walls with fully enclosed areas below the lowest floor, the area must be used solely for parking vehicles, building access, or storage.
- Elevation projects on continuous foundation walls must be designed to automatically equalize hydrostatic flood forces of exterior walls by allowing for the entry and exit of floodwaters. A registered Professional Engineer must certify that the designs meet or exceed the criteria in 44 CFR 60.3(c)(5).

### **§ 3.4 Construction Document Phase**

The Construction Document phase shall include the conversion of the designs and solutions presented in the approved design phase into Construction Documents for construction/ elevation contractor bid and building permit submission. This will include providing all required details and specifications for the proper

pricing of the project by contractors as well as demonstrating code compliance for the issuance of building permits. At the request of the Program, the Construction Document submission may also include an updated budgetary cost estimate for the elevation/ construction.

Prior to the conclusion of the Construction Documents Phase, the Design firm shall submit the Construction Documents to the Program Manager. The Design firm shall meet with the program Manager to review the Construction Documents. Upon acceptance by the Program the Design firm shall submit signed sealed drawings to the municipal code office for plan review and acceptance. The Design firm shall make any adjustments to the construction documents as required by the Code Office to secure construction permits.

### **§ 3.5 Construction Administration Phase**

The Construction Administration phase shall be limited to the review of contractor submitted change/ work orders as requested by the Program. Design firms shall provide a price quote per change order review as part of their proposal and shall bill based on this rate when change order review is required. DCA will provide a limit as to the number of change order reviews.

Construction change orders will be considered for work that could not be adequately identified during the design phase but that becomes apparent during the construction phase of the project. This may include, but is not limited to, unseen structural defects, rotted sill plates, damaged or deteriorated plumbing and other work that once discovered, must be addressed for safety reasons and to achieve a Certificate of Occupancy.

The Program may not fund all change orders, however, the Design firm will review all change orders submitted by the contractor and evaluate them to determine the reason for the change order, if it is needed and why, and determine if the proposed cost is appropriate. The Design firm will submit the results of their review to the Program. The Program will determine if the change order should be funded and by who. If the Program determines that additional scope should be added to the project during construction, the Design firm shall update the permit drawings for submission to the construction official as required per the additional services section of the contract.

An electronic PDF copy and five (5) signed and sealed copies of each report shall be provided to the DCA.

### **§ 3.6 Additional Services**

The following additional design services shall be priced by Design firms in their proposals but will only be included in the Design firm's final Scope of Work upon determination by the Program.

1. Record "As-Built" Drawings: The Design firm may be required to create as-built record drawings of the completed project upon construction completion. If this service is required, the contractor shall provide a marked up set of the permit drawings to the Design firm indicating changes made during construction, and the Design firm shall update the permit drawings and submit signed and sealed copies to the permit office as required by the construction official. The Design firm shall provide a unit price for the creation and submission of Record drawings and shall only provide and bill for this service as requested based on the contractually agreed upon additional service cost.



2. Design Changes During Construction: The Design firm shall provide a unit price for updating the permit drawings during construction in response to requests by the building code official for updated plans resulting from changes during the construction. If the construction official makes the request for updated plans as a condition of the continuation of construction, the Design firm shall provide signed and sealed revisions, clarifications, or updated drawings to satisfy the construction official's request. The Design firm can bill for these changes based on the contractually agreed unit pricing, unless the Program determines that the required changes resulted from errors or omissions in the permit drawings, in which case the Design firm shall make the required revisions, clarifications, or updates at no additional cost. Note that the revisions made to the drawings as required by the building code official during the permit application process are part of the basic services and shall not be considered as Additional Services under this section.
  
3. Project Cost Estimates: Provide a budgetary cost estimate for each residence based on the Design firm's recommended footing and foundation design, and elevation of the existing home to a DFE of three (3) feet above the BFE. The Elevation Certificate shall be used to establish the BFE. The estimate should, at a minimum, include a breakdown that delineates the following parameters:
  - Disconnection of all utilities and relocation out of the flood plain, if applicable
  - Cost for an Elevation Contractor to mobilize and execute the elevation of the home up onto cribbing.
  - Demolition and construction of a new foundation or extension of the existing one (as recommended in the Design / Construction documents).
  - Resetting the home on the new or modified foundation.
  - Reconnection of all utilities.
  - 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.

The estimate should also include line items for permitting, insurance, and other customary contractor's overhead and profit associated with home elevation projects procured under standard construction contract terms.

## **§4.0 Contract Terms and Payment**

### **§4.1 Contract Deliverables**

The Design firm must provide the Department with the following deliverables per project no later than as stipulated below from the Notice to Proceed (NTP) per project:

- Proposed Design solution, including 3D representations of the elevated house, including porches, decks and other modifications – 45 days after NTP.
- Construction Documents for building permit submission– 60 days after design acceptance.

The Design firm shall participate in status calls with the State Contract Manager and the Construction Manager to review each submittal prior to submission of Deliverables.

#### **§4.2 Contract Term/Extensions/Transition**

The Contract for this RFQ consists of this RFQ, the successful Bidder's Quote and the State of New Jersey Standard Terms and Conditions ("SSTC"). The 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 Period of Performance for this Contract is expected to run from the NTP through six (6) months for the design phase, with any extensions or transitions subject to agreement by the Department and the Contractor.

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.

#### **§4.3 Work Orders**

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

#### **§4.4 Payment**

The pricing for Design services and the Construction Document phase shall be based on a fixed quote. Services for Construction Administration shall be billable on a per unit basis up to a predetermined number of units to be stipulated by the Department upon execution of the Contract. The Design firm shall invoice for Construction Administration tasks after each performance. All invoicing shall occur monthly.

- **25% per property upon initial property-specific meeting**
- **50% upon completion of Design Phase.**

The Design firm shall be responsible for providing a final draft of design documents at the 50% completion mark for Program approval. The Department's approval ensures that the Design firm is conducting work in accordance with program requirements and agreed upon alterations. Upon approval, the Program's Construction manager will provide an executed Design and Engineering Milestone Form 1 ("DEMF1") which allows the Design firm to invoice against the approved deliverable.

- **75% upon Completion of Construction Document Phase.**

The Design firm will complete the remainder of the plans for review and approval by the Program and the Homeowner. Upon the Program's construction manager's authorization, the Design firm will submit the plans to the Lincoln Park Construction Office for final approval.

Upon receipt of the municipality's approval, the Design firm will provide all relevant approvals and documentation to the Program's construction manager for review. Once the Program's Construction Manager concludes a successful review, he will provide the Design firm with an executed Design and Engineering Milestone Form 2 ("DEMF2"). The Design firm can submit the DEMF2 with its invoice for the

approved final deliverable, consistent with 25% of Design firm compensation for fixed fee portion of the contract.

- **100% upon issuance of building permits or Successful Municipal Plan Review.**

The Design firm should anticipate alterations throughout the RFQ and construction process. Alterations to the plans must be approved by the Program's Construction Manager prior to submission to the construction firm.

## **§5.0 Bidding Process**

### **§5.1 Question and Answer Period**

The State will accept questions up to fourteen (14) days after the posting of the solicitation, or 2:00 PM on Friday, December 23, 2022. Bidders shall send their Questions via email to:

[MAP-RFQ@dca.nj.gov](mailto:MAP-RFQ@dca.nj.gov)

The Department will post the questions and answers on the DCA website in an Addendum to the RFQ on a rolling basis. Any Addendum to this RFQ will become part of this RFQ and part of any subsequent Contract.

Questions regarding the SSTC, specifically incorporated herein, and exceptions to mandatory requirements, must be posed by prospective bidders during the Question-and-Answer period and should also contain suggested changes. Quotes that are submitted with any terms that conflict with the RFQ terms or the SSTC may be declared null and void.

### **5.2 Contents of Quote**

The Quote shall include a discussion of the Bidder's approach and plans for accomplishing the work outlined in Section 3, Scope of Work. In narrative form, the Bidder must set forth its understanding of the requirements of this solicitation and its approach to successfully complete the Contract. Mere reiterations of the tasks and deliverables in the solicitation are strongly discouraged since this does not provide insights into the Bidder's approach to complete the Scope of Work. The Department needs to determine that the Bidder's plan to complete the Scope of Work are realistic, appropriate and attainable for completion of the project within a tight deadline.

The Bidder shall identify the key personnel who will manage this project and perform the Scope of Work and include their resumes with the Quote. The narrative shall also include the Bidder's relevant experience, along with 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 the services required by this RFQ.

The Quote shall include a per property, firm fixed price for all elements of the Contractor's work as identified in Section 3.0, including but not limited to, labor, equipment, materials and travel. Failure to provide the required unit pricing for all Eleven (11) units shall result in the Bidder's Quote being deemed

non-responsive. As noted above, bidders shall also provide a fixed quote to review each change/ work order during the construction phase.

In addition, please include a copy of the firm's NJ State License(s), Certification(s) and Insurance. Bidders must also complete the forms provided via the link below, acknowledge acceptance of the SSTC and waived SSTC, and submit all required forms with their Quotes. Bidders are advised to utilize the Checklist provided by Treasury, also available via the following link:

(<https://www.state.nj.us/treasury/purchase/forms/Waiver%20and%20DPA%20Contract%20Checklist.pdf>)

### **§5.3 Instructions for Quote Submission**

Bidders shall submit Quotes no later than 2:00 PM on Thursday, January 12, 2023, and include, at minimum, the Bidder's plan to accomplish the Scope of Work provided in Section 3.0, the pricing as discussed above and the required forms.

Bidders may submit quotes via email to [MAP-RFQ@dca.nj.gov](mailto:MAP-RFQ@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

### **§5.4 Bid Solicitation/ RFQ Attachments**

- MAP Design Requirements
- Ineligible Elevation Costs
- Pricing Sheet

### **§6.0 Award Methodology**

The Department will award the Contract to the Design firm that receives the highest point total from the Evaluation Committee and whose Quote, conforming to this RFQ, is the most advantageous to the State, price and other factors considered. The State intends to conduct a comprehensive, fair and impartial evaluation of all Quotes received. All Quotes will first be reviewed to determine responsiveness and non-responsive Quotes will be rejected without Evaluation. The State may also reject any Quote that is incomplete or where there are significant inconsistencies or inaccuracies.

The State reserves the right to negotiate price reductions or request Best and Final Offers with Contractors.

## **§6.1 Evaluation Process**

Quotes will be evaluated by the Evaluation Committee, composed of members from the Department. For evaluation purposes, Bidders will be ranked from lowest to highest according to the total Quote price located on the Pricing Worksheet (see Exhibit C) that accompanies this RFQ.

In addition to price, the Evaluation Committee will evaluate Quotes based on the following technical factors, according to a pre-determined weight:

- Personnel: The qualifications and experience of the Bidder's management and key personnel assigned to this project;
- Experience of the Firm: The Bidder's documented experience in successfully completing projects of a similar size and scope; and
- Ability of the firm to complete the Scope of Work: The Bidder's demonstration in the Quote that the Bidder understands the requirements of the Scope of Work and presents an approach that indicates the technical requirements of the Blanket P.O. could be met successfully and, importantly, within deadline.

## **§6.2 Right to Waive**

The Evaluation Committee reserves the right to waive minor irregularities. The Committee also reserves the right to waive a requirement provided that:

- The requirement is not mandated by law;
- All otherwise responsive proposals failed to meet the mandatory requirement; and
- The failure to comply with the mandatory requirement does not materially affect the procurement of the State's interests associated with the procurement.

## **§7.0 Indemnification and Insurance**

### **§ 7.1 Indemnification**

To supplement what is included in the SSTC Section 4.1, 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 Blanket P.O. {Contract}, for all claims, shall be limited in the aggregate to 200% of the total value of this Blanket P.O. {Contract}, except that such 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 Vendor {Contractor} under this Blanket P.O. {Contract} caused by negligence or willful misconduct of the Vendor {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 contained in Section 4.2 of the SSTC.

The Contractor shall not be liable for special, consequential, or incidental damages.

### **§7.2 Professional Liability Insurance**

Section 4.2 of the SSTC regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance:

The Contractor shall carry Errors and Omissions, Professional Liability Insurance, and/ or Professional Liability Malpractice Insurance enough to protect the Contractor from any liability arising out of the professional obligations performed pursuant to the requirements of this Contract. The insurance shall be in the amount of no less than One Million Dollars (\$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.

Because the Scope of Work includes invasive investigation and repair work, Bidders also need to provide proof of builder's risk insurance in an amount enough to cover damages associated with the investigation and repair activities of this RFQ up to full replacement value of damaged property.

## **§8.0 Exhibits**

Exhibit A. Map Design Requirements

Exhibit B. Ineligible Elevation Costs

Exhibit C. Pricing Worksheets