

**CMF SERVICES FEE PROPOSAL  
NDR - REGIONAL RESILIENCE PLANNING GRANTS PROGRAM ASSISTANCE**

THIS FEE PROPOSAL TO BE RETURNED  
IN A SEPARATELY SEALED ENVELOPE TO:

**DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION  
33 WEST STATE STREET, 9TH FLOOR., PLAN ROOM  
P.O. Box 034  
Trenton, NJ 08625-0034  
Attention: Catherine Douglass**

DATE: September 7, 2017  
PROJECT #: J0334-00  
WORK ORDER #: **04**

**THIS PROPOSAL DUE DATE, NO LATER THAN 2:00 PM, SEPTEMBER 7, 2017**

FIRM NAME: \_\_\_\_\_

THE UNDERSIGNED PROPOSES TO PROVIDE ALL PROFESSIONAL SERVICES REQUIRED IN THE SCOPE OF WORK  
AND THE IDIQ TERM CONTRACT CMF-003 AGREEMENT BETWEEN THE STATE OF NEW JERSEY AND THE CMF.

SUB-TOTAL CMF TASK/LABOR/FEE SHEET - Tasks 1 -6	\$	_____
SUB-TOTAL CMF TASK/LABOR/FEE SHEET - Tasks 7 - 12	\$	_____
SUB-TOTAL CMF TASK/LABOR/FEE SHEET - PAC Oversight Tasks 13 - 14		_____
SUB-TOTAL CMF TASK/LABOR/FEE SHEET - CMF Oversight Tasks 15 - 18		_____
<b>TOTAL NOT TO EXCEED (NTE) FEE FOR CMF SERVICES</b>	<b>\$</b>	_____
REPRODUCTION ALLOWANCE	\$	_____
ALLOWANCES PROPOSED BY CMF (INCLUDE DESCRIPTION)	\$	_____
	\$	_____
	\$	_____
<b>TOTAL WORK ORDER NTE AMOUNT</b>	<b>\$</b>	_____

THE LEVELS AND CORRESPONDING HOURLY RATES INCLUDED IN THIS  
WORK ORDER PROPOSAL WILL BE FOR THE BASE PERIOD OF TERM  
CONTRACT CMF 003. **WORK ORDER PROPOSAL GOOD FOR 60 DAYS  
AFTER THE DUE DATE.**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

**DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION  
WORK ORDER FOR IDIQ MULTIPLE AWARD TERM CONTRACT - CMF 003**

**REQUEST FOR TERM CONTRACT ASSIGNMENT**

Project Description: (Project Title, Facility Name, Location)  National Disaster Resilience – Regional Resilience Planning Grants Program Assistance	Consultant Name:	
	Term Contract No. <b>J0334-00</b>	Work Order No. <b>04</b>

**Scope of Services: (Scope, Description of Work, Fee Breakdown, Deliverables and Due Date)**

Please see attached Work Order No. 04 Scope of Services Dated July 31, 2017

Total Fee: Not to Exceed  
Liquidated Damages: Please See Liquidated Damages Section of Scope of Services

Proposal Attached

**Due Date:** (check one)  
Complete the work of this assignment:  within \_\_\_\_ days.  By \_\_\_\_\_.  Not Applicable

<b>Total Fee:</b>	<b>No liability shall be incurred nor payments made beyond the Total Fee amount without prior written approval by DPMC.</b>
<b>Not To Exceed (NTE):</b> Authorized upon the DPMC review and approval of employee cards, documentation of tasks performed, and valid receipts for reimbursables.	
<b>Lump Sum (LS):</b> Authorized upon the DPMC approval of percentage complete of the milestone submissions, phase completions and/or deliverables specified in the scope of services. All costs and expenses incurred by the Consultant are included in the LS payment(s).	

<b>AGREED:</b>	<b>APPROVED:</b>
CONSULTANT SIGNATURE	DEPUTY DIRECTOR, DPMC
DATE	DATE



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT & CONSTRUCTION
P. O. Box 034
TRENTON, NEW JERSEY 08625

CHRIS CHRISTIE
Governor

FORD M. SCUDDER
State Treasurer

KIM GUADAGNO
Lt. Governor

CHRISTOPHER CHIANESE
Director

Telephone (609) 777-3094 / Facsimile (609) 777-1970

August 3, 2017

Subject: DPMC PROJECT #J0334-00, TERM CONTRACT CMF-003,
WORK ORDER 04, NATIONAL DISASTER RESILIENCE – REGIONAL RESILIENCE
PLANNING GRANTS PROGRAM ASSISTANCE

Enclosed are the Scope of Services, Fee Proposal Forms, Work Order No. 04 Form, Evaluation Criteria
and additional attachments for the above noted DPMC contract. Participating firms may submit questions
regarding this work order assignment to my attention at catherine.douglass@treas.nj.gov no later than
12:00 noon, August 10, 2017. Technical and fee proposals (an original and 3 copies) are due no later
than 2:00 p.m., September 7, 2017. Proposals shall be forwarded to my attention at the Division of
Property Management and Construction, Contracts and Procurement Unit, 33 W. State Street, 9th Floor,
Trenton, NJ.

Proposals will be evaluated using the following criteria:

- Team Organization / Staffing / Key Personnel ..... 35 points
Experience on projects / assignments of a similar size and nature ..... 25 points
Project Approach to Scope of Work ..... 25 points
Price / Cost Proposal - Value and Competitiveness ..... 15 points

Please note the team's key personnel must be available for interviews, if necessary. Additional
information regarding interviews including date, time, location and format will be forwarded at a later date.

Proposals are limited to a maximum of 30 pages.

Sincerely,

Catherine Douglass

Catherine Douglass, Coordinator
Consultant Selection

Enclosures
Copy: Central File
R. Flodmand
R. Ferrara

**SCOPE OF SERVICES  
FOR NATIONAL DISASTER RESILIENCE - REGIONAL RESILIENCE PLANNING GRANTS PROGRAM**

Date: October 3, 2017

<b>DIQ Multiple Award Term Contract:</b>	<b>CMF-003</b>
<b>DPMC Term Contract Number:</b>	<b>J0334-00</b>
<b>Work Order Number:</b>	<b>04</b>
<b>Project Description:</b>	<b>NATIONAL DISASTER RESILIENCE - REGIONAL RESILIENCE PLANNING GRANTS PROGRAM</b>
<b>Due Date:</b>	<b>24 months from date of execution</b>
<b>Total Fee:</b>	<b>Not to Exceed (NTE)</b>

**BACKGROUND/OVERVIEW**

***National Disaster Resilience – Regional Resilience Planning Grants Program***

The Regional Resilience Planning Grants Program originated with the National Disaster Resilience (NDR) Competition: a competition sponsored by the U.S. Department of Housing and Urban Development (HUD) to provide funding for resilient housing and infrastructure projects to states and communities that were impacted by major disasters between 2011 and 2013, including Superstorm Sandy. New Jersey was selected as one of thirteen awardees to fund a Regional Resilience Grant Program and develop a Resiliency Toolkit.

The Regional Resiliency Planning Grants Program (RRPGP) will fund multi-municipal regions to undergo a comprehensive planning process to identify and address vulnerabilities to increased flood risk, protection of environmental resources, and promotion of sustainable/smart growth development. The State has received \$10 million in HUD NDR funds to implement the RRPG Program.

The project described in this work order entails assisting the New Jersey Department of Environmental Protection (NJDEP) Program Administrator and NJDEP Project Manager with the monitoring and oversight of the activities of up to three other contractors referred to as Planning Area Contractors (PAC) and up to six multi-municipal groups referred to as Regional Planning Units (RPU). The PACs will coordinate the planning efforts of the RPUs in each region. (Refer to Attachment 1 for details.)

Grants will be awarded to PACs and RPUs through a competitive application process to undergo a comprehensive regional planning process, develop a regional resilience action plan in Phase I, and implement limited actions identified in those plans in Phase II. This work order encompasses both phases of the RRPGP.

**Project Manager**

The Construction Management Firm (CMF) will assign a Project Manager for this project and appropriate project management and technical staff to complete the tasks outlined in this scope of services. The CMF's Project Manager will be responsible for thorough overall management of the SOW assignment

and knowledge of the day to day status of the work in progress. The CMF's Project Manager will be present at all meetings as requested by NJDEP. The CMF's Project Manager shall be a qualified professional, preferably a NJ Licensed Professional Planner. If the Project Manager is not a NJ Licensed Professional Planner, one must be included in the "Key Professionals" section of the bid.

The CMF's Project Manager will be required to interact with and report to the NJDEP Project Manager (NJDEP) as required. The CMF shall notify the NJDEP in advance of any proposed change in the Project Manager position and request the change in accordance with Contract Section 5.4.

**NOTE:** To avoid a conflict of interest once selected, the CMF shall be excluded from responding to the RFP for PACs and participating in the selection of other contractors, executing contracts, and approving change orders. Pursuant to Contract Section 2, the CMF is responsible for identifying conflicts of interest as soon as the potential for such interest is reasonably foreseeable by the CMF. The State will evaluate any possible conflict of interest and any conflicts deemed to have merit may require the CMF to be replaced by another CMF for which the conflict does not exist.

### **Scope of Services**

The purpose of this Work Order Scope of Services is to engage a CMF to assist NJDEP manage the RPPGP throughout the project lifecycle. The CMF will also be responsible for the following tasks associated with overall grant management and are generally summarized as follows:

- Scheduling and coordinating progress meetings
- Recording meeting minutes
- Monitoring progress
- Preparing, maintaining, analyzing and monitoring schedule
- Reviewing/analyzing cost estimates for accuracy
- Providing cost verification and budget monitoring and control
- Reviewing payment vouchers/invoices for accuracy
- Audit preparation and assistance
- Assisting in problem resolution
- Recommending alternate solutions when program design details affect project cost or schedule milestones
- Performing document reviews
- Providing monthly reports to the NJDEP project team
- Document retention and management
- HUD Compliance Reporting
- Document translation from English to Spanish, or other language(s) when deemed necessary
- Assisting the NJDEP project team develop policy and procedure documents consistent with NDR program requirements
- Assist the NJDEP project team develop and implement a comprehensive outreach campaign to promote program participation.

The duration of this Work Order shall not exceed 24 months from the date of execution unless the CMF requests and DPMC (Treasury) and NJDEP approve up to three one-year extensions to the deadline.

The CMF will provide professional, technical, administrative and clerical personnel as needed for day-to-day oversight of up to six planning projects within the multi-municipal regions within nine Sandy-

impacted counties in New Jersey listed in the Project Areas section of Attachment 1. These tasks are listed under “NJDEP Program Assistance” and “PAC Oversight Responsibilities.”

In addition, the CMF will comply with administrative requirements listed under “CMF Contract Administration Responsibilities.” Based on these requirements the CMF is tasked with providing the following services:

## **NJDEP PROGRAM ASSISTANCE**

### **TASK 1: Program Development (YEARS 1 -2)**

Assist NJDEP to refine the RRPB Program, including but not limited to individual activities/sections of the RRPB Program and work plan.

### **TASK 2: Cost Benefit Analysis (CBA) Methodology**

The regional planning process includes cost benefit analyses of both individual projects and strategy scenarios. These analyses are expected to assess several types of anticipated impacts to flooding events, and the planning scenarios developed in response, including fiscal and economic impacts, impacts on public health, impacts to the environment and natural resources, and impacts on equity within the region. The most frequently used tool to perform cost-benefit analysis is the FEMA HAZUS tool. While HAZUS is good for analyzing economic impacts of flooding events, it is not, for example, good at evaluating social and environmental impacts.

- Develop a CBA methodology that is comprehensive and inclusive, to be performed consistently across the regions. The NJDEP project team will identify the flooding levels upon which the vulnerability/ risk analysis, and cost-benefit analyses will be based. These flooding levels will be based on current science (i.e. Rutgers University Science and Technical Panel (STAP)) and address potential flooding from sea-level rise and coastal storms. **(YEAR 1-2)**
- Provide guidance to the PACs and RPU on implementation of the methodology; allow for modifications based on feedback from the PACs, RPU and technical advisors using an iterative and incremental process to ensure the methodology accounts for the unique needs of each region. **(YEARS 2-5)**

### **TASK 3: Vulnerability Assessment Methodology for Riverine Flooding**

The PACs will be required to perform a flood hazard risk and vulnerability assessment in each region. The assessment must consider the needs of socially vulnerable populations in each region, and impacts to the built and natural environment. However, the methodology to evaluate vulnerability and risk due to riverine flooding for eligible RRPB regions is not currently available. Therefore, the CMF will:

- Identify and develop a methodology to evaluate vulnerability and risk due to riverine flooding and the confluence of riverine and coastal flood hazards based on the latest authoritative science available. This methodology is expected to provide sufficient guidance to make planning decisions in lieu of detailed modeling. **(YEARS 1-2)**
- Provide guidance to the PACs and RPU on implementation of the methodology; allow for modifications based on feedback from the PACs, RPU and technical advisors using an iterative

and incremental process to ensure the methodology accounts for the unique needs of each region. **(YEARS 3-5)**

#### **TASK 4: Regional Planning Units (RPU) and Local Non-profit (NGO) Regional Planning Assistance**

Despite improvements in the area of emergency preparedness over the past decade, many communities remain vulnerable to weather-related and climate threats. It is anticipated that the regional planning process undertaken in each RRPg planning region and the outcomes of these processes will be replicable. This task will include activities designed to facilitate cross-jurisdictional learning and enhance the capacity of local governments and non-profits throughout New Jersey to engage in regional resilience planning and implementation. **(YEARS 3 -5)**

- Create RPU and local NGO peer network to facilitate cross-jurisdictional communication throughout the planning process.
- Establish a strong virtual presence facilitated via web-based communication tools.
- Convene peer network every six months, at a minimum, to provide peer-to-peer learning opportunities.
- Design and implement a series of events such as webinars and workshops to showcase the work of each planning region, share practices and lessons learned; minimum of five capacity-building events for the duration of the Regional Resilience Planning Grant Program.

#### **TASK 5: Outreach Campaign to Promote the Program**

- Assist NJDEP to develop and implement an outreach campaign to ensure awareness of the RRPgP and to promote program participation across the nine eligible counties. This campaign may include, but is not limited to, press releases, talking points, and outreach documents (brochures, infographics, etc.). Coordinate efforts with SKD Knickerbocker, a strategic communications firm that will be providing support to the RRPg program, as required by NJDEP. **(YEARS 1-2)**
- Assist NJDEP to conduct up to three “publicity” tour question and answer workshops after the Notice of Funding Availability (NOFA) is issued. **(YEARS 1-2)**
- Assist NJDEP to publicize the RRPgP mission, goals and achievements throughout the State for the duration of the program. This campaign may include, but is not limited to, press releases, talking points, and outreach documents (brochures, infographics, etc.). Assist NJDEP to conduct up to six such events, including but not limited to webinars, workshops, and presentations. **(YEARS 1-5)**

#### **TASK 6: Master Project Schedule and Project Expenditure Forecast (YEARS 1-5)**

- With NJDEP’s input, develop a project schedule utilizing the Critical Path Method. The CMF shall use Microsoft Project 2013 or newer.
- Review and monitor weekly to minimize delays, increase efficiency, and identify issues that have the potential to significantly impact or jeopardize the project schedule, goals, or objectives. Notify NJDEP immediately of possible schedule changes. Get NJDEP approval before making changes.
- Submit updates to the master project schedule in conjunction with the Monthly Progress Reports (Task 7) by the 15<sup>th</sup> of the next month.

- Prepare a forecast for grant fund utilization through September, 2022 for grant fund reimbursement and grant program project delivery. Review, analyze and comment on the overall project budget and status to identify and minimize shortfalls that have the potential to significantly impact or jeopardize the program goals and objectives or the master project schedule. The master budget is \$10M.
- Submit updates to the master project expenditure forecast in conjunction with the Monthly Progress Reports (Task 7) by the 15th of the next month.

**TASK 7: General Monthly Reporting (YEARS 1-5)**

- Submit monthly progress reports to the NJDEP by the 15th of the next month, including at a minimum, information concerning the overall grant program project schedule, the percentage of completion of each grant project, PAC submittal status, the number and amount of contract amendments (change orders) if any, and project budget and cost summary reports.
- Include current and potential problems deemed of sufficient importance to require NJDEP monitoring or action during the forthcoming month and a recommended course of action to achieve resolution of these problems. These can include:
  - Documenting and tracking problems and discrepancies with invoices and labor monitoring reviews and their resolution
  - Documenting and tracking issues that require the withholding of reimbursement funds and their resolution
  - Documenting all contract amendments (change orders) and their resolution
  - Documenting PAC recordkeeping issues and their resolution
  - Documenting delays to PAC project completion

**TASK 8: Document Collection and Management (YEARS 1-5)**

- Collect and aggregate deliverables from contractors and subrecipients including but not limited to monthly progress reports, invoices and planning products. Contractors and subrecipients will be required to submit no more than four invoices per year. Supporting documentation such as timesheets and receipts must accompany all invoices. Planning products may include but are not limited to reports with maps and GIS data, or design plans. These products comprise the final deliverables for Phase I and Phase II of the RRP GP. NJDEP reserves the right to modify the information being collected, the frequency with which the information must be provided to the program, or the document management system(s) used by the RRP GP at any point at no additional cost.
- Ensure the security of all deliverables collected from contractors and subrecipients in a manner that complies with all State and Federal data security standards to prevent unauthorized access to the information.
- Provide to NJDEP a summary of all deliverables collected. Provide to NJDEP all deliverables received via SharePoint or a similar tool of NJDEP's choosing on a monthly basis, at a minimum. Refer to **Attachment 3** for a list of the different entities required to submit documents with the document type, quantity, and submission frequency.

**TASK 9: Meetings, Conference Calls and General Project Team Coordination (YEARS 1-5)**

The CMF shall schedule regular meetings with PACs, RPU's and NJDEP to monitor progress for the duration of the program. The CMF shall attend these meetings in various locations throughout the



project areas as required by NJDEP, as well as the NJDEP headquarters in Trenton, and participate in conference calls regarding the project. The CMF shall prepare the agenda, write up meeting summaries and distribute copies to the attendees. The meetings will include, but are not limited to:

- Project Launch Meeting - CMF personnel and subcontractors must attend a project launch meeting with the NJDEP Program Administrator and other key State personnel within fifteen (15) business days of contract award. At this meeting, contract requirements, timelines will be reviewed, and team member roles and responsibilities will be clarified.
- Additional meetings and conference calls may be scheduled during the various stages of this project as necessary, including but not limited to meetings or conference calls to resolve issues as they arise, and stakeholder outreach.

**TASK 10: Compliance with Statement of Assurances (Refer to Attachment 2) (YEARS 1-2)**

- The CMF is expected to be familiar with all HUD reporting and submission requirements including, but not limited to: Davis-Bacon Act, Hatch Act, Section 3, etc. These requirements are also outlined in the CMF's Statement of Assurances document in the CMF's term contract. In addition, the CMF shall comply with all applicable Federal CDBG-DR laws, guidelines and standards in a manner satisfactory to the State and HUD including but not limited to those specified in the applicable Federal Register notice, published at 81 FR 36557 (June 7, 2016) – Notice of National Disaster Resilience Competition Grant Requirements. To the extent that the CMF utilizes any sub consultants/subcontractors, the CMF shall require and ensure that each sub consultant/subcontractor comply with all applicable Federal CDBG-DR laws, guidelines and standards; and subcontracts entered into by CMF shall set forth these requirements.
- The CMF also agrees to comply with all applicable cross-cutting statutes and regulations, subject to waivers cited in the Federal Register, Docket No.FR-5696-N-01 (March 5<sup>th</sup>, 2013) (Allocations, Common Application, Waivers, and Alternative Requirements for Grantees Receiving CDBG-DR funds in Response to Superstorm Sandy), and all other waivers granted by HUD. The failure to list herein a legal requirement applicable to services performed by the CMF does not relieve the CMF from complying with that requirement.

**TASK 11: Independent Analysis of PAC CBA and Phase II Implementation Products (YEARS 3-5)**

The CMF will perform an Independent Analysis specifically on the CBA and the Phase II implementation products created by the PAC and RPU planning process.

- Use a qualitative and quantitative analysis of the cost estimates utilized to further inform the NJDEP.
- Compare deliverables to best management practices for the industry and that of other projects of similar size, nature and scope:
  - Identify deficiencies associated with each deliverable
  - Make recommendations on how to correct deficiencies
  - Check for compliance, or lack thereof, with all Federal, State and Local rules and regulations
  - Cost reasonableness
  - Schedule/time reasonableness

- After completing review of deliverables, provide NJDEP a written statement including comments and recommendations that should include all requirements outlined in the PAC Scope of Work.

**TASK 12: Audit Preparation and Assistance (YEARS 1-5)**

The CMF project manager shall assist NJDEP in preparing for audits, be present during the audit to respond to questions as needed, and to confirm that all CMF, PAC, and subrecipient contract requirements, terms and conditions, and deliverables of NJDEP are met. In preparation for the audit, the CMF project manager must have completed the following tasks:

- Verify NJDEP and CMF’s process for deliverables review, schedule and budget reporting, invoice review and administrative assistance are sufficient and comply with all federal, State, and local laws, regulations, and ordinances, as they are applicable to the program.
- Detect weaknesses, gaps or errors, and develop recommendations and strategies to ensure compliance with all laws, and prevent associated risks.
- Verify each payment to contractors and subrecipients is consistent with all applicable federal, state, and local laws, and that there is no duplication of benefits, process and payment errors, waste, fraud, abuse, malfeasance or mismanagement of funds.
- Verify all contract deliverables are provided, and provided within acceptable timeframes for the duration of the engagement.
- Provide a written report of findings to NJDEP.

If weaknesses, gaps, or errors are detected in the review of the CMF and PAC contracts or subrecipient agreements, or any deliverable pursuant to those contracts or agreements, the CMF must implement recommendations and strategies to address any weaknesses, gaps, or errors.

**PAC OVERSIGHT RESPONSIBILITIES**

**ELIMINATED TASK 13. PAC Recordkeeping Compliance Assistance**

- ~~Assist NJDEP to train PACs in recordkeeping practices including properly completing required forms, observing the file protocols by properly naming and uploading documents, troubleshooting problems with uploading documents into the Sandy Integrated Recovery Operation and Management System (SIROMS), the State’s information technology system for Sandy Recovery projects and maintaining hard copies of all required documents.~~
- ~~Monitor PAC submissions in SIROMS to ensure that recordkeeping is kept up to date (e.g. monthly progress reports or requests for reimbursements/invoices) through the duration of the PAC’s contract. List recordkeeping discrepancies for each PAC in a monthly written progress report. See CMF Task 7.~~

**TASK 14. PAC Documents Review (YEARS 1-5)**

- Review and provide NJDEP with written comments and recommendations for each PAC required documentation as needed. Documents include but are not limited to invoices, progress reports, and project closeout requirements. The CMF will:
  - Confirm all required project documentation are submitted, accurate, and complete
  - Confirm that all documents and records required to be submitted by the PAC have been uploaded, properly completed, and properly named

- Confirm that all PAC recordkeeping associated with this work order are up-to-date
- Note any deficiencies associated with each required document
- Instruct PACs on how to improve or correct documents
- Evaluate schedule/time reasonableness
- Make recommendations to the course of action if the PAC's document recommends or proposes a course of action
- Review all invoices and make recommendations regarding whether work has been completed satisfactorily and in accordance with contractual requirements; note any discrepancies and deficiencies
- Complete all initial invoice reviews, which are considered critical, within 15 calendar days of submission of the invoice by the PAC

**CMF CONTRACT ADMINISTRATION RESPONSIBILITIES**

**TASK 15: General Monthly Reporting Requirements (YEARS 1-5)**

- Submit monthly progress reports to the NJDEP by the 15th of the next month, including at a minimum, the percentage completion of Tasks 2 through 5, and Task 11, the number and amount of contract amendments (change orders) if any, and project budget and cost summary reports.

**TASK 16: ~~Bimonthly~~ Biweekly Progress Meetings (YEARS 1-5)**

- Report on progress of tasks in ~~bimonthly~~ biweekly meetings with NJDEP for the duration of the program. These meetings can be conducted in person or by conference call.
- Write up meeting summaries and submit to NJDEP.

**TASK 17: Invoice Submittals (YEARS 1-5)**

- Submit invoices monthly on an original NJ Department of the Treasury Division of Property Management and Construction (DPMC) Invoice Form only, to the NJDEP. Invoices must include all required information, signatures and supporting back-up documentation prior to acceptance, approval and processing by the DPMC.

**Task 18: Recordkeeping (YEARS 1-5)**

- Maintain all records pertaining to the RRP GP.
- Ensure all records pertaining to the RRP GP are accessible and available upon request for audits by representatives from local, state and federal governments.

**PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES**

The CMF must provide all deliverables and complete all tasks/subtasks within the time frames specified herein. The CMF must immediately advise NJDEP RRP GP Administrator and the State Contract Manager of any circumstance or event that could result in late completion of any deliverable, task or subtask called to be completed on a specific date.

Late delivery will harm the State but the extent of this harm is difficult or impossible to quantify with precision. If the CMF cannot provide a deliverable or complete any task or subtask required to be delivered or completed by a specified date, the CMF agrees to be liable to the State for the sum of \$250.00 per workday that such deliverable, task, subtask or work remains incomplete following the date specified in this SOW. The parties agree that such sum represents a good faith effort to estimate the actual damage that will probably ensue from a delay and that such sum constitutes liquidated damages and not a penalty.

The State shall have the sole discretion to allow a grace period or toll the time periods for the failure by the CMF to meet designated schedules and completion dates. If no time frame is specified herein or the deliverable is considered non-critical, both parties will mutually agree to a reasonable delivery date so as not to adversely impact the project. If the State assesses liquidated damages, it may deduct those liquidated damages from any payment made to the CMF.

## ATTACHMENT 1

### REGIONAL RESILIENCE PLANNING GRANTS PROGRAM

#### BACKGROUND

As part of the Federal government's Hurricane Sandy recovery efforts, the U.S. Department of Housing and Urban Development (HUD) established the National Disaster Resilience Competition (NDRC) which made \$1 billion available to communities struck by natural disasters in recent years. The competition was designed to promote risk assessment/planning and implementation of innovative resilience projects to better prepare communities for future storms and other extreme events. The competition was funded by Community Development Block Grant disaster recovery (CDBG-DR) funds provided by the Disaster Relief Appropriations Act, 2013 (PL 113-2). In January 2016, the State of New Jersey was awarded \$15,000,000 as part of the competition. A portion of these funds will be used to create the **Regional Resilience Planning Grants Program (RRPGP)** to be administered through the NJ Department of Environmental Protection (NJDEP), Office of Coastal and Land Use Planning (OCLUP).

#### PROJECT DESCRIPTION

The RRPGP will provide technical assistance and funding to counties or groups of municipalities (regions) in eligible counties to undertake a comprehensive regional resilience planning process. The purpose of the planning process is to identify and address vulnerabilities to increased flood risk and other climate stressors, protection of environmental resources, and promotion of sustainable/smart growth development. This planning process will include a robust public process to engage a wide range of stakeholders and the public to inform and guide the development of a resilience plan for each region. The planning process in each region will be coordinated by a team of qualified contractors referred to as Planning Area Contractors (PAC) selected and funded through this grant program. These contractors will lead the planning process, provide technical support, and facilitate the public and stakeholder engagement process in each region.

The RRPGP will be implemented in two phases. The Regional Planning phase (Phase I) will include completion of a comprehensive planning process that identifies vulnerabilities to hazards, evaluates multiple planning scenarios through a public and stakeholder engagement process, and develops a Regional Resilience and Adaptation Action Plan (RRAAP) including a detailed cost-benefit analysis and assessment of fiscal and economic impacts, as well as impacts to public health and the environment. The Planning Implementation phase (Phase II) will focus on executing specific, regionally-significant, actions identified in the RRAAP. These actions may include, but are not limited to, development of planning documents, ordinance adoption, and project feasibility assessment or design.

#### Eligible Grant Applicants

For the purposes of the RRPGP, eligible applicants include municipalities within the nine counties, the nine counties themselves, regional municipal organizations (e.g. Atlantic-Cape Coastal Coalition), and the NJ Pinelands Commission.

Eligible grant applicants will be required to partner with one or more local non-profit/non-governmental organizations (NGOs) as part of their project team. These NGOs are expected to be locally-based organizations such as Voluntary Organizations Active in Disaster (VOAD), church groups, food banks or other such community groups with a focus on serving socially vulnerable populations. These NGOs are

expected to assist with both community engagement and to ensure that community members who are not typically included in a planning process are represented.

### **Project Areas**

The RRPGP will seek to fund up to six planning projects within multi-municipal regions within the nine Sandy-impacted counties in New Jersey: Bergen, Hudson, Essex, Union, Middlesex, Monmouth, Ocean, Atlantic, and Cape May. Each multi-municipal region referred to as Regional Planning Units (RPU) will be required to include a minimum of three municipalities with a shared boundary. Every effort will be made to ensure that the selected planning regions reflect the diversity of geographic and social conditions that exist in the Sandy-impacted counties. The unique characteristics of each environment will determine the issues for consideration, types, and severity of hazards, and selection of appropriate responses to identified vulnerabilities.

### **Phase I**

Each region will undergo a regional planning process that will include several mandatory minimum elements and allow for optional elements/activities to be undertaken based on the needs of each region. The mandatory minimum elements include:

1. Public and Stakeholder Engagement – Each regional planning process will be based on a comprehensive public and stakeholder engagement strategy designed to inform each of the mandatory elements described below. Engagement activities must include targeted outreach to socially vulnerable populations as well as outreach to local businesses, environmental interests, and other local stakeholders.
2. Flood Hazard Risk and Vulnerability Assessment – A flood hazard risk and vulnerability assessment will be performed in each region. The assessment must be consistent with accepted standards of practice for such analyses and must include completion of the Getting to Resilience (GTR) evaluation process. NJDEP will determine the sea level rise and riverine flooding projections to serve as the basis for the RRPGP. The Risk and Vulnerability Assessment must consider the needs of socially vulnerable populations in each region, and impacts to the built and natural environment.
3. Strategy Scenario Planning – Each regional planning process will result in the development of a comprehensive strategy scenario for addressing identified risks. The scenarios will include a range of resiliency policies, programs, and projects that may include but not be limited to: changes to local plans and regulations; green and gray infrastructure projects; natural systems protection and restoration; and education and awareness programs. Through public and stakeholder engagement, each regional planning unit (RPU), i.e. multi-municipal region, must undertake an iterative process to identify an optimal suite of actions that result in a preferred implementation strategy.
4. Cost-Benefit Analysis – After the PACs develop, and the RPUs identify their strategy scenarios, a cost-benefit analysis will be performed to consider the potential environmental, economic/fiscal, equity, and health-related impacts of each action proposed, and the suite of actions that make up the strategy scenarios. These cost-benefit analyses will inform the RPUs' prioritization of potential implementation strategies.
5. Regional Resilience and Adaptation Action Plan (RRAAP) – The primary final product of the regional planning process is a RRAAP. The RRAAP will be based on the preferred planning scenario as identified by the subrecipients' stakeholder/steering committees and developed on a regional scale.

The RRAAP will summarize the process, identify policy and planning gaps, detail the asset inventory and risk assessment, describe the planning scenarios, and include an implementation plan. The implementation plan will include a series of specific, related projects and planning actions that can function independently and in tandem to maximum resiliency effect, including short- and long-term projects across a range of sectors and scales. Actions may include, but are not limited to, development of municipal planning documents, development and adoption of ordinances, and identification of nature-based/green and grey infrastructure projects. Each of these projects will include an evaluation of the regional significance, impacts on Low and Moderate Income and vulnerable communities, and cost estimates for implementation.

Additionally, each RPU will have the option to propose additional elements/activities based on the unique needs of its region. Such elements might include, but would not be limited to a resilient transportation plan; a plan for a resilient regional energy system focusing on renewable and sustainable forms of energy; or economic development plans that benefit from ecosystem restoration efforts (i.e. ecotourism), among others.

RPUs will be selected through issuance of a Notice of Funding Availability (NOFA). Technical contractors will be selected through issuance of a Request for Proposals (RFP) identifying specific expertise and experience necessary to enact the regional planning process described above. The NJDEP Project Team will match subrecipients with qualified contractors.

## **Phase II**

NJDEP will create a regional resilience implementation funding program to advance implementation of actions and projects included in the RRAAPs as described above. This funding will be awarded on a competitive basis to the entity with authority over the development and adoption of the resiliency action.

## **TECHNICAL EXPERT PROJECT SUPPORT**

Representatives from non-governmental organizations will be engaged to provide technical support and guidance to the NJDEP project team on an ongoing basis throughout the life of the program. Such organizations may include, but are not limited to environmental groups, business groups, social advocacy organizations, or any other group with an interest or expertise in the goals and outcomes of the RRP GP including, but not limited to engineering and planning.

The NJDEP project team will establish selection criteria and a ranking system, convene a selection committee that will rank the candidates, conduct interviews and make the final selections of up to 12 experts.

## ATTACHMENT 2

### STATEMENT OF ASSURANCES FOR CONTRACTOR/CONSULTANT

#### ADDITIONAL FEDERALLY FUNDED AGREEMENT PROVISIONS APPLICABLE TO COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY FUNDED PROJECTS

The purpose of this Statement of Assurances is to list requirements applicable to programs funded in whole or in part by Community Development Block Grant-Disaster Recovery (“CDBG-DR”) funds received from the U.S. Department of Housing and Urban Development (“HUD”). Not all of the requirements listed herein shall apply to all activities or work under the relevant agreement.

As used herein, “**Contractor**” and “**Consultant**” refer to any contractors or consultants awarded a Contract to provide goods or perform services in connection with the designated Project and paid with CDBG-DR funds.

Contractor/Consultant agrees to comply with all *applicable* federal CDBG-DR laws, guidelines and standards in a manner satisfactory to the State and HUD, including all administration and compliance requirements set forth by this Statement of Assurances. To the extent that Contractor/Consultant utilizes any contractors, consultants or other third parties to supply goods or services in connection with the relevant agreement and paid with CDBG-DR funds, Contractor/Consultant shall require and ensure that each contractor, consultant or other third party comply with all *applicable* federal CDBG-DR laws, guidelines and standards, and any contract entered into by Contractor/Consultant with such parties shall set forth these requirements.

Contractor/Consultant also agrees to comply with all *applicable* cross-cutting statutes and regulations, subject to waivers cited in the Federal Register, Docket No. FR-5696-N-01 (March 5, 2013) (Allocations, Common Application, Waivers, and Alternative Requirements for Grantees Receiving CDBG - DR funds in Response to Superstorm Sandy), as supplemented by additional applicable Notices published by HUD in the Federal Register.

Contractor/Consultant agrees to comply with the requirements of Title 24 of the CFR, Part 570 (HUD regulations concerning Community Development Block Grants).

The failure to list herein a legal requirement applicable to activities undertaken by Contractor/Consultant does not relieve Contractor/Consultant from complying with that requirement.

#### **A. GENERAL PROVISIONS**

1. Under provisions of the Hatch Act that limit the political activity of employees and HUD regulations governing political activity (24 CFR 570.207), CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.



2. No federally appointed funds shall be used for lobbying purposes regardless of level of government, in accordance with 2 CFR 200.450.
  3. HUD rules prohibit the use of CDBG funds for inherently religious activities, as set forth in 24 CFR 570.200(j), except for circumstances specified in the Department of Housing and Urban Development Allocations, Common Application, Waivers, and Alternative Requirements for Grantees Receiving CDBG Disaster Recovery Funds in Response, 78 FR 14329 (March 5, 2013).
  4. HUD rules impose drug-free workplace requirements in Subpart B of 2 CFR part 2429, which adopts the government-wide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988.
  5. Citizens will be provided with an appropriate address, phone number, and times during which they may submit complaints regarding activities carried out utilizing these CDBG-DR funds. The State will provide a written response to every citizen complaint within fifteen (15) working days of the complaint.
- B. **PERSONALLY IDENTIFIABLE INFORMATION:** To the extent the Contractor/Consultant receives personally identifiable information, it will comply with the Privacy Act of 1974 and HUD rules and regulations related to the protection of personally identifiable information. The term “personally identifiable information” refers to information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, biometric records, etc., either alone or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc. See 2 CFR 200.79 and OMB M-07-16. Contractor/Consultant shall require all persons that have access to personally identifiable information (including contractors/consultants and their employees) to sign a Non-Disclosure Agreement.

C. **FINANCIAL MANAGEMENT AND PROCUREMENT**

1. *To the extent applicable*, Contractor/Consultant shall adhere to the principles and standards governing federal grant distribution as set forth in the OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200).
2. Contractor/Consultant shall comply with all *applicable* laws pertaining to financial management, including 2 CFR Part 180 and 2 CFR Part 2424, which prohibit the making of any award or permitting any award (sub grant or contract) at any tier to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs. To the extent that it uses contractors or consultants, Contractor must verify that none of them are on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with Executive Orders 12549 and 12689, “Debarment and Suspension,” as set forth at 2 CFR Part 2424. No contractors or consultants that are on the List may receive any CDBG funds.
3. Conflict of interest rules, as set forth in 24 CFR 570.489, 24 CFR 570.611, and 2 CFR 200.112, apply. Contractor/Consultant shall disclose in writing any potential conflict of interest to DCA.

4. *To the extent applicable*, Contractor/Consultant shall comply with 24 CFR Part 570 regarding the management and disposition of cash, real and personal property acquired with CDBG-DR funds.
5. *To the extent applicable*, Contractor/Consultant shall comply with 24 CFR 570.489(j) regarding change of use of real property. These standards apply to real property within its control (including activities undertaken by contractors/consultants). These standards apply from the date CDBG-DR funds are first spent until five years after the close-out of the Program.

#### **D. RECORDS AND RECORDS RETENTION**

1. The Contractor/Consultant shall be responsible for maintaining records, in accordance with N.J.A.C. 17:44-2.2(b), 2 CFR 200.333, 24 CFR 570.502 and 570.506. Records shall be maintained for the longer of:
  - (a) a period of three (3) years from submission of the final expenditure report for the Program; and
  - (b) a period of seven (7) years from the date of final payment.
2. If any litigation, claim, or audit pertaining to the Contract has been started before the expiration of the seven-year record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required seven-year period, whichever is later.
3. Contractor/Consultant shall provide the State and HUD, including their representatives or agents, access to and the right to examine all records, books, papers, or documents related to the Contract and the use of CDBG funds.

#### **E. FEDERAL LABOR STANDARDS**

*To the extent applicable*, Contractor/Consultant shall comply with Federal Labor Standards, including:

1. Section 110 of the Housing and Community Development Act of 1974, 42 U.S.C. §5310, 24 CFR §570.603 and HUD Handbook 1344.1 Federal Labor Standards Requirements in Housing and Urban Development Programs, as revised, which require that all laborers and mechanics (as defined at 29 CFR §5.2) employed by Contractor/Consultant (including its contractors/consultants) in connection with construction contracts over \$2,000, are paid wages at rates not less than those prevailing on similar construction in the locality as per the Davis-Bacon Act (40 U.S.C. §3141 *et seq.*), as amended; except that these requirements do not apply to the rehabilitation of residential property if such property contains less than 8 units;
2. The Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 *et seq.*), requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts of \$100,000 or greater be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work-week, and projects must comply with safety standards;

3. The Federal Fair Labor Standards Act (29 U.S.C. 201 et seq.), requiring that covered nonexempt employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week;
4. The Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3), which apply to contracts and subcontracts for construction, prosecution, completion, or repair of public buildings, public works or buildings, or works financed in whole or in part by Federal loans or grants, and requires payment of wages once a week and allows only permissible payroll deductions;
5. Department of Labor regulations in parallel with HUD requirements above:
  - a. 29 CFR part 1: Procedures for Predetermination of Wage Rates
  - b. 29 CFR part 5: Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also, Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)
  - c. 29 CFR part 6: Rules of Practice for Administrative Proceedings Enforcing Labor Standards In Federal and Federally Assisted Construction Contracts and Federal Service Contracts
  - d. 29 CFR part 7: Practice Before the Administrative Review Board With Regard to Federal and Federally Assisted Construction Contracts.
6. All applicable Federal Labor Standards provisions set forth in form HUD-4010. Contractor/Consultant will ensure that form HUD-4010 is included in all bid packages and subcontracts entered into with contractors, consultants, or other third parties to supply goods or perform services in connection with the Contract activities and paid with CDBG-DR funds.

**F. SECTION 3 REQUIREMENTS**

1. *To the extent applicable*, Contractor/Consultant shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (“Section 3”). Section 3 is intended to encourage recipients of HUD funding to direct new employment, training, and contracting opportunities to the greatest extent feasible to low- and very low-income persons, and to businesses that employ these persons, within their community. Section 3 applies to grantees and subrecipients that receive assistance exceeding \$200,000 in certain types of HUD funding, including CDBG funding, and to contractors and subcontractors that enter into contracts in excess of \$100,000 funded by certain types of HUD funding, including CDBG funds, for any activity that involves housing construction, rehabilitation, and demolition, or other public construction. A guide to Section 3 applicability and compliance requirements is located at HUD’s [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp/section3/section3](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/section3/section3) website, under Frequently Asked Questions (FAQs).
2. **Pursuant to 24 CFR 135.38, the following language shall be included in all contracts and subcontracts:**
  - a. *The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section*

- 3). *The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.*
- b. *The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with 24 CFR part 135.*
  - c. *The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and shall post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.*
  - d. *The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor shall not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.*
  - e. *The contractor shall certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.*
  - f. *Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.*
  - g. *With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).*

#### **G. FAIR HOUSING AND NON-DISCRIMINATION**

1. *To the extent applicable, Contractor/Consultant shall comply with the following fair housing and non-discrimination laws. Any act of unlawful discrimination committed by*

Contractor/Consultant or failure to comply with applicable laws shall be grounds for termination of the Contract.

- a. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000d *et seq.*, and the regulations issued pursuant thereto (24 CFR Part 1), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which it receives federal financial assistance and shall immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to it this assurance shall obligate it, or in the case of any transfer of such property, and transferee, for the period during which the property or structure is used for another purpose involving the provision of similar services or benefits.
- b. Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. 3601–3619), which requires administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing. Title VIII further prohibits discrimination against any person in the sale or rental of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status.
- c. Title II of the Civil Rights Act of 1968 (25 U.S.C. 1301-1303), which prohibits discrimination because of race, color, religion, or natural origin in certain places of public accommodation.
- d. Architectural Barriers Act (ABA) of 1968, 42 U.S.C. 4151 *et seq.* The ABA requires access to buildings designed, built, altered, or leased by or on behalf of the federal government or with loans or grants, in whole or in part, from the federal government. As used in the ABA, the term “building” does not include privately owned residential structures not leased by the government for subsidized housing programs.
- e. Title IX of the Education Amendments Act of 1972, 20 U.S.C. 1681 *et seq.*, which prohibits discrimination on the basis of sex in any federally funded education program or activity.
- f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794, which provides that no otherwise qualified individual shall solely by reason of his or her handicap be excluded from participation, denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance.
- g. Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794d, which requires Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities, and applies to all federal agencies when they develop, procure, maintain or use electronic and information technology.
- h. Section 109 of Title I of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under that Part. Section 109 further prohibits discrimination to an otherwise qualified individual with a handicap, as provided under Section 504 of the Rehabilitation Act of 1973, as amended, and prohibits discrimination based on age as provided under the Age Discrimination Act of 1975. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR 6.

- i. Section 104(b)(2) of the Housing and Community Development Act of 1974, 42 U.S.C. 5304(b), which requires communities receiving community development block grants to certify that the grantee is in compliance with various specified requirements.
- j. Age Discrimination Act of 1975, 42 U.S.C. 6101 *et seq.*, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.
- k. Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. 12131 *et seq.*, as amended by the ADA Amendments Act of 2008, which prohibits discrimination against people with disabilities by public entities, which includes any state or local government and any of its departments, agencies or other instrumentalities.
- l. Housing for Older Persons Act of 1995 (“HOPA”) (42 U.S.C. 3607), which governs housing developments that qualify as housing for persons age 55 or older.
- m. Accessibility requirements contained in Title III of the Americans with Disabilities Act of 1990 (42 U.S.C. 12181 *et seq.*).
- n. Executive Order 11063: Equal Opportunity in Housing, November 20, 1962, as amended by Executive Order 12259, and the regulations issued pursuant thereto, which pertain to equal opportunity in housing and non-discrimination in the sale or rental of housing built with federal assistance.
- o. Executive Order 11246 (Johnson), September 24, 1965, as amended by Executive Order 11375 (Johnson), October 13, 1967, as amended by Executive Order 13672 (Obama), July 21, 2014, which prohibit discrimination in employment on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin. Further, contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to insure that equal opportunity is provided in all aspects of their employment, including, but not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.
- p. Executive Order 12086: Consolidation of contract compliance functions for equal employment opportunity, October 5, 1978.
- q. Executive Order 12892: Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing, January 17, 1994.
- r. Executive Order 12898: Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, February 11, 1994.
- s. Executive Order 13166: Improving Access to Services for Persons with Limited English Proficiency (LEP), August 11, 2000, and Federal Register Notice FR-4878-N-02 (available online at <http://www.gpo.gov/fdsys/pkg/FR-2007-01-22/pdf/07-217.pdf>), which require recipients of federal financial assistance to ensure meaningful access to programs and activities by LEP persons. (The State’s Language Access Plan (LAP) is available online at [http://www.renewjerseystronger.org/wp-content/uploads/2014/08/NJ-DCA-LAP\\_Version-1.0\\_2015.01.14-for-RenewJerseyStronger.pdf](http://www.renewjerseystronger.org/wp-content/uploads/2014/08/NJ-DCA-LAP_Version-1.0_2015.01.14-for-RenewJerseyStronger.pdf)).
- t. Executive Order 13217: Community-Based Alternatives for Individuals with Disabilities, June 19, 2001.
- u. Executive Order 13330: Human Service Transportation Coordination, February 24, 2004.
- v. Implementing regulations for the above:
  - i. 24 CFR part 1: Nondiscrimination in Federally Assisted Programs of HUD.
  - ii. 24 CFR part 3: Nondiscrimination on the Basis of Sex in Education Programs or Activities receiving Federal Financial Assistance.
  - iii. 24 CFR 5.105: Other Federal Requirements.

- iv. 24 CFR part 6: Nondiscrimination in Programs, Activities Receiving Assistance under Title I of the Housing and Development Act of 1974.
- v. 24 CFR part 8: Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the Department of Housing and Urban Development.
- vi. 24 CFR 50.4(l) and 58.5 (j): Environmental Justice.
- vii. 24 CFR 91.225(a)(1): Affirmatively Furthering Fair Housing.
- viii. 24 CFR 91.325(a)(1): Affirmatively Furthering Fair Housing.
- ix. 24 CFR 91.325(b)(5): Compliance with Anti-discrimination laws.
- x. 24 CFR 91.520: Performance Reports.
- xi. 24 CFR part 100 – part 125: Fair Housing.
- xii. 24 CFR part 107: Non-discrimination and Equal Opportunity in Housing under Executive Order 11063 (State Community Development Block Grant Grantees).
- xiii. 24 CFR part 121: Collection of Data.
- xiv. 24 CFR part 135: Economic Opportunities for Low- and Very Low-Income Persons.
- xv. 24 CFR part 146: Non-discrimination on the Basis of Age in HUD Programs or Activities Receiving Federal Financial Assistance.
- xvi. 24 CFR 570.206(c): Fair Housing Activities.
- xvii. 24 CFR 570.487(b): Affirmatively Furthering Fair Housing.
- xviii. 24 CFR 570.487(e): Architectural Barriers Act and Americans with Disabilities Act (State Community Development Block Grant Grantees).
- xix. 24 CFR 570.490(a)-(b): Recordkeeping requirements.
- xx. 24 CFR 570.491: Performance Reviews and Audits.
- xxi. 24 CFR 570.495(b): HCDA Section 109 nondiscrimination.
- xxii. 24 CFR 570.506(g): Fair Housing and equal opportunity records.
- xxiii. 24 CFR 570.601: Affirmatively Further Fair Housing.
- xxiv. 24 CFR 570.608 and Part 35: Lead-Based Paint.
- xxv. 24 CFR 570.614: Architectural Barriers Act and Americans with Disabilities Act.
- xxvi. 24 CFR 570.904: Equal Opportunity and Fair Housing Review
- xxvii. 24 CFR 570.912: Nondiscrimination compliance

#### **H. CONTRACTING WITH SMALL AND MINORITY FIRMS AND WOMEN’S BUSINESS ENTERPRISES**

1. Contractor/Consultant shall take all necessary affirmative steps to ensure contracting opportunities are provided to small, minority-owned, woman-owned, and veteran-owned businesses, and labor area surplus firms. As used in this contract, the terms “minority-owned business,” “women-owned business,” and “veteran-owned business” means a business that is at least fifty-one percent (51%) owned and controlled by minority group members, women, or veterans. For purposes of this definition, “minority group members” are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and Native Americans. Contractor/Consultant may rely on written representations by businesses regarding their status as minority, women and veteran businesses in lieu of an independent investigation.
2. Affirmative steps shall include:
  - a. Placing qualified small and minority-, veteran- and women-owned businesses on solicitation lists;

- b. Ensuring that small and minority-, veteran- and women-owned businesses are solicited whenever they are potential sources, for goods and/or services required in furtherance of the Contract;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority-, veteran- and women-owned businesses;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority-, veteran- and women-owned businesses; and
- e. Using the service and assistance, as appropriate, of organizations such as the Small Business Administration, and the Minority Business Development Agency of the U.S. Department of Commerce; and
- f. Requiring the subcontractor, if subcontracts are to be let, to take the affirmative steps listed in subparagraphs (a) through (e) of this section.

**I. ENVIRONMENTAL REGULATORY COMPLIANCE**

*To the extent applicable*, Contractor/Consultant must comply with HUD regulations found at 24 CFR Parts 50 and 58, implementing the National Environmental Policy Act (“NEPA”), 42 U.S.C. §4321 *et seq.*, and other Federal environmental requirements, including but not limited to:

1. Floodplain management and wetland protection:
  - a. Executive Order 11990, Protection of Wetlands (May 24, 1977) (42 FR 26961), 3 CFR, 1977 Comp., p. 121, as interpreted by HUD regulations at 24 CFR 55, particularly sections 2 and 5 of the order;
  - b. Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp., p. 117, as interpreted in HUD regulations at 24 CFR part 55, particularly section 2(a) of the order;
2. The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. §§1456(c) and(d));
3. In relation to water quality:
  - a. Executive Order 12088, as amended by Executive Order 12580, relating to the prevention, control and abatement of water pollution;
  - b. The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f) et seq. and U.S.C. §349), as amended, particularly Section 1424(e) (42 U.S.C. §§ 300h-303(e)), which is intended to protect underground sources of water. No commitment for federal financial assistance can be entered into for any project which the U.S. Environmental Protection Agency (“EPA”) determines may contaminate an aquifer which is the sole or principal drinking water source for an area (40 CFR 149); and
  - c. The Federal Water Pollution Control Act of 1972, as amended, including the Clean Water Act of 1977, Public Law 92-212 (33 U.S.C. §1251, et seq.) which provides for the restoration and maintenance of the chemical, physical and biological integrity of the nation’s water.
4. Endangered Species Act of 1973 (16 U.S.C. §1531 et seq.), as amended, particularly section 7 (16 U.S.C. §1536);



5. The Fish and Wildlife Coordination Act of 1958, as amended;
6. Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.), particularly sections 7(b) and (c) (16 U.S.C. §1278(b) and (c));
7. Executive Order 11738 (Nixon), Sept. 10, 1973, providing for administration of the Clean Air Act and the Federal Water Pollution Control Act With Respect to Federal Contracts, Grants, or Loans, and EPA regulations (40 CFR 15);
8. The Clean Air Act of 1970 (42 U.S.C. § 7401 et seq.) as amended, particularly sections 176(c) and (d) (42 U.S.C. § 7506(c) and (d)), and 40 CFR 6, 51, 93, which prohibits engaging in, supporting in any way, providing financial assistance for, licensing or permitting, or approving any activity which does not conform to State or Federal implementation plans for national primary and secondary ambient air quality standards.
9. The Farmland Protection Policy Act of 1981, 7 U.S.C.A. §4201 et seq., particularly sections 1540(b) and 1541 (7 U.S.C. §4201(b) and §4202), and Farmland Protection Policy, 7 CFR 658, which require recipients of federal assistance to minimize the extent to which their projects contribute to the unnecessary and irreversible commitment of farmland to nonagricultural uses;
10. Noise abatement and control requirements at 24 CFR 51B;
11. Explosive and flammable operations requirements at 24 CFR 51C;
12. Requirements at 24 CFR 58.5(i) relating to toxic chemicals and radioactive materials;
13. Environmental Justice, Executive Order 12898—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, February 11, 1994 (59 FR 7629), 3 CFR, 1994 Comp. p. 859.

**J. EQUAL EMPLOYMENT OPPORTUNITY**

1. All federally assisted construction contracts must include the equal opportunity clause provided under 41 CFR §60-1.4(b). Federally assisted construction contracts include any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the federal government. Construction work is defined as “the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.” 41 CFR §60-1.3.
2. **Pursuant to 41 CFR §60-1.4(b), the following language shall be included in all federally assisted construction contracts and subcontracts:**

*During the performance of this contract, the contractor agrees as follows:*

*(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that*

*employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.*

*(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.*

*(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.*

*(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*

*(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*

*(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.*

*(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.*

*(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.*

6/2/2017

### ATTACHMENT 3

Regional Resilience Planning Grant Program (RRPGP) Document Collection and Management				
Entities Required to Submit Documentation	Activity	Type of document	Frequency of Submission	Duration
CMF	Grant Management	Progress Reports	Monthly	Project Years 2017-2022
		Invoices	Quarterly	Project Years 2017-2022
		Meeting Summaries	After each meeting	Project Years 2017-2022
		Budget	As needed	Project Years 2017-2022
	Outreach Campaign	Outreach & publicity materials	As completed	Project Years 2017-2022
		Meeting Summaries	After each meeting	Project Years 2017-2022
		Attendance list for webinars, presentations, workshops & other publicity sessions	As needed; up to 6 events	Project Years 2017-2022
	Capacity-building (Peer-to Peer Network)	Outreach & publicity materials	As completed	Project Years 2018-2022
		Meeting summaries for peer-to-peer network meetings	After each meeting; at least 2 meetings per year	Project Years 2018-2022
		Attendance list for webinars, presentations, workshops & other publicity sessions	As needed; up to five events	Project Years 2018-2022
Final Products	Cost Benefit Analysis Methodology	Upon completion	Project Year 2017-2018	
	Riverine flooding Vulnerability Assessment Methodology	Upon completion	Project Year 2017-2018	
Planning Area Contractors (PAC) - Up to 3	Document collection	Progress Reports	Monthly	Project Years 2018-2022
		Invoices	Quarterly	Project Years 2018-2022
		Invoice Reviews	Quarterly	Project Years 2018-2022
		Meeting Summaries	After each meeting	Project Years 2018-2022
		Project Issues & StatusTracker	Monthly	Project Years 2018-2022
Regional Planning Units (RPU) - Up to 6	Phase I & Phase II: Document collection for up to 18 local entities	Progress Reports	Monthly	Project Years 2018-2022
		Invoices	Quarterly	Project Years 2018-2022
		Invoice Reviews	Quarterly	Project Years 2018-2022
		Meeting Summaries	After each meeting	Project Years 2018-2022
	Phase I: Final product for up to 6 RPUs	Adaptation Action Plan (RRAAP)	Upon completion	Project Year 2020
	Phase II: Final product for up to 6 implementation projects	Various resiliency plans and design concepts	Upon completion	Project Year 2022
Non-governmental Organizations (NGO) Up to 12	Document Collection	Progress Reports	Monthly	Project Years 2018-2022
		Invoices	Quarterly	Project Years 2018-2022
		Invoice Reviews	Quarterly	Project Years 2018-2022

## EVALUATION CRITERIA

**DPMC PROJECT J0334-00, TERM CONTRACT (CMF-003)  
 WORK ORDER NO. 04, NDR – REGIONAL RESILIENCE PLANNING GRANTS  
 PROGRAM – CMF SERVICES**

FIRM NAME Jay Shapiro & Associates

CRITERIA	MAXIMUM POINTS	SCORE
<b>Team Organization / Staffing / Key Personnel</b>	<b>35</b>	
<i>Comments:</i>		
<b>Experience on projects / assignments of a similar size &amp; nature</b>	<b>25</b>	
<i>Comments:</i>		
<b>Project Approach to Scope of Work</b>	<b>25</b>	
<i>Comments:</i>		
<b>Price / Cost Proposal – Value and Competitiveness</b>	<b>15</b>	
<i>Comments:</i>		
<b>TOTAL</b>	<b>100</b>	

EVALUATOR # \_\_\_\_\_ DATE \_\_\_\_\_

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**From:** Douglass, Catherine  
**Sent:** Thursday, August 3, 2017 1:32 PM  
**To:** 'Conaboy, Mike'; McGonigal, Sean; Craig W. Murray; Imiquel@haks.net; jay@shapirocm.com  
**Cc:** Flodmand, Richard; Valentin, Carmen; Angarone, Nick; Taylor, Alexis  
**Subject:** CMF-003, Work Order #4, National Disaster Resilience, Regional Resilience Planning Grants Program Assistance  
**Attachments:** CMF 003 Work Order No 04 Cover Letter.docx; CMF SOW FINAL CV NA 7 25 17.pdf; Copy of CMF-003 Work Order #04 Fee Proposal Forms.xls; Evaluation Criteria J0334-00 Work Order No 04.doc; CMF 003 Work Order #04 Form.doc  
**Importance:** High  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Consultants:

Attached please find the cover letter, Scope of Services, Fee Proposal Forms, Evaluation Criteria and Work Order No. 04 for the above note work order assignments. Please note the Fee Proposal Forms attachment contains three (3) separate forms.

**Participating firms may submit questions no later than 12:00 noon, August 10, 2017.** Please submit questions in Word format to my attention at [catherine.douglass@treas.nj.gov](mailto:catherine.douglass@treas.nj.gov). Responses to all questions received will be distributed to all participating firms. **Proposals (an original and 3 copies) are due no later than 2:00 p.m., September 7, 2017. Please read the attached information carefully.**

Proposals are limited to a maximum of 30 pages.

If you have any questions regarding this RFP, please contact me directly. Thank you.

PLEASE CONFIRM VIA RETURN EMAIL RECEIPT OF THIS NOTIFICATION AND ATTACHMENTS.

*Catherine M. Douglass*

A/E Selection Supervisor  
Contracts & Procurement  
[catherine.douglass@treas.nj.gov](mailto:catherine.douglass@treas.nj.gov)  
(609) 777-3094