

# NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

## REQUEST FOR QUALIFICATIONS / PROPOSALS for URBAN ENTERPRISE ZONE PROGRAM ASSESSMENT CONSULTING SERVICES (reference 2010-RFQ/P-040)

### **INTENT / SUMMARY of SCOPE:**

The New Jersey Economic Development Authority (“Authority”) is seeking qualifications and proposals from well-qualified firms to perform a **Program Assessment of New Jersey’s Urban Enterprise Zone (UEZ) Program**. These services are needed to assist the State of New Jersey in evaluating the effectiveness of the program and similar business improvement district programs, in stimulating job growth and economic development in urban areas within the State.

**It is the intent of the Authority to award a limited term contract for the evaluation of the program in October, 2010, based on an estimated budget of \$200,000.** Proposers should refer to the section “Award” for additional information.

Notwithstanding the expiration or termination of the Agreement, the Authority reserves the right, in its sole discretion, to extend the Agreement on a month-to-month basis beyond the expiration or termination, until a replacement Consultant is procured for these services.

Proposers meeting the qualifications and requirements, as described in this *RFQ/P*, are invited to submit a bid proposal to provide these Urban Enterprise Zone Program Assessment Consulting Services.

### **I. BACKGROUND:**

The New Jersey Economic Development Authority is an independent state authority whose primary mission is to strengthen New Jersey’s economy by retaining and growing businesses through financial and real estate assistance. New Jersey’s Urban Enterprise Zones (UEZ) Program was created in 1983, to foster an economic climate that revitalizes designated urban communities and stimulates their growth by encouraging businesses to develop and create private sector jobs through public and private investment. The program currently has thirty-two (32) zones in thirty-seven (37) municipalities throughout the state. The organization is located in the New Jersey Department of Community Affairs and chaired by the Chief Executive Officer of the New Jersey Economic Development Authority (“Authority”, “NJEDA”). The UEZ Program offers incentives such as:

1. Sales tax revenues generated by UEZ businesses are dedicated for use within the zones for economic development projects.

2. Businesses can charge half the standard sales tax rate on certain purchases.
3. Businesses may enjoy tax exemptions on certain purchases and manufacturers may qualify for sales tax exemption on their energy and utility consumption when they meet specified employment and other criteria.
4. For each new permanent full-time employee hired, businesses may receive a one-time \$1,500 tax credit.
5. Employers may also benefit from subsidized unemployment insurance costs for certain employees who earn less than \$4,500 per quarter.
6. The UEZ Program allows a tax credit against the Corporate Business Tax up to eight (8%) percent of qualified investments within the zone.

While the enabling legislation for the program envisioned the primary mission of job creation and economic development, as the program has evolved over time, funds have been used by host municipalities in varying ways. For economic development investment, zones have used funds to support businesses with the state incentives noted above as well as to market zones, create revolving loan funds, façade improvement programs and other local incentives for businesses, support special or business improvement districts. Funds have also been used for municipal services such as supplementary clean teams, police and fire, and public infrastructure such as roads, sidewalks and parking lots. The resulting evaluation should assess the use of funds for economic development purposes, as well as these increased municipal services in comparison to other state aid the host municipalities receive. The final evaluation should also make recommendations for alternative scenarios, in order to ensure that the program's primary goal of job creation and economic development is met.

## **II. PURPOSE / OBJECTIVES:**

In order to ensure that State funds are used in a manner that results in the greatest return of economic development investment, Governor Christie, in his *Fiscal 2011 Budget in Brief*, requested that the New Jersey Economic Development Authority review the structure of the Urban Enterprise Zone program, as well as perform an analysis to determine whether the UEZ concept is a viable tool for encouraging economic development within the state.

## **III. PROJECTED MILESTONE DATES:**

- **Q & A Period Ends: Friday, September 17, 2010 – 4:00 PM**
- **Proposals Due: Tuesday, September 28, 2010 at or before 3:00 PM**
- **“Conditional Notice of Award” Issued:** on or about Friday, October 8, 2010
- **Compliance Submissions Due:** with the proposal or within ten (10) days of the issuance of the “Conditional Notice of Award”

- **Contract Executed:** on or about Wednesday, October 27, 2010 **or sooner**

\* The above dates are provided to interested Proposers for planning purposes only. These are estimated timeline dates and do not represent firm commitment dates by which the Authority will take action.

#### IV. **BUDGETARY ESTIMATE:**

Funding for this contract is expected to be limited to two hundred thousand (\$200,000.00) dollars.

#### V. **INFORMATIONAL PRE-BID CONFERENCE**

An Informational Pre-Bid Conference will not be held for this solicitation.

#### VI. **SCOPE OF SERVICES / DELIVERABLES:**

Refer to *Attachment A*.

#### VII. **DEPTH OF STAFF TO ENSURE COVERAGE, VACATION EMERGENCIES:**

As part of the proposal submission, the Consultant Firm **should provide a detail of its plan to provide a qualified replacement(s)** to provide the requisite services during the term of the contract term and any extensions thereto, to ensure uninterrupted performance of the requisite services, in the event of vacation, illness or personal emergency of the Consultant Firm's staff assigned to perform the work against the resulting contract.

The Proposer should outline / detail its policy for providing these services during sick time, emergencies and vacations. This submittal can be as simple as identifying back-up / alternate staff for key positions identified in the respondent firm's staffing chart.

#### VIII. **FREQUENCY of SERVICES:**

The Consultant Firm will be required to provide the requisite program assessment of the Urban Enterprise Zone Program **during normal business hours**. For purposes of this RFQ/P, "***normal business hours***" are defined as Monday through Friday, between the hours of 8:00 AM and 5:00 PM, exclusive of holidays.

**It shall be the sole responsibility of the Consultant Firm to ensure that the deadlines for requisite calculations and filings are met and work is completed in accordance with timeframes and deadlines established herein.** Should it be necessary for the Consultant Firm to perform such work outside of normal business hours as defined herein, it shall do so without additional compensation beyond its "*Maximum Not-to-Exceed Report Fee*" as indicated in its "*Fee Schedule*" (reference *Exhibit R*).

**IX. PRICE ADJUSTMENT:**

Pricing shall remain firm throughout the term of the contract and any extensions thereto.

**X. INITIAL ORGANIZATIONAL MEETING:**

The successful Proposer will be **required to attend an initial organizational meeting with the Authority's staff**, as appropriate, to launch the program assessment. The meeting will be held at the Authority's offices located at 36 West State Street, in Trenton. The Authority, in its sole discretion, may permit certain, limited staff members of the Consultant Firm to participate via teleconference, should travel to the Authority's offices be prohibitive. The Authority, in its sole discretion, shall determine the appropriateness of teleconference participation.

It is expected that this meeting will be held during normal business hours (i.e. defined as 9:00 AM to 5:00 PM), and will **encompass approximately two (2) hours**. The purpose of this initial organizational meeting is to allow the Consultant Firm (and any staff assigned to perform work against the resulting contract) the opportunity to meet with the Authority's staff, to gain a more clear understanding of performance expectations and to review the Authority's requisite timeline and deadline for completion. .

The Authority will make every effort to schedule the meeting at a mutually convenient time; however, the Authority will make the sole determination regarding the date and time to ensure maximum participation by the Authority's staff.

The Proposer must consider the costs to participate in this initial organizational meeting when preparing its *"Fee Schedule"*, since no additional compensation will be given for attendance at and participation in this initial project meeting

**XI. ATTENDANCE at MEETINGS:**

**The successful Proposer ("Consultant", "Consultant Firm")** and various members of its key staff assigned to perform work against the resulting contract **will be required to attend and participate in a limited number of meetings** with Authority staff, as required, throughout the term of the contract and any extensions thereto. These meetings will be conducted within New Jersey and are expected to take place at the Authority's offices located at 36 West State Street, in Trenton, at other locations within the State or via teleconference, as most appropriately determined by the Authority, in its sole discretion.

Initially, it is anticipated that the Consultant Firm will be required to attend an initial organizational meeting scheduled by the Authority's Portfolio Services staff, to take place approximately one (1) week from the Authority's issuance of the "Notice to Award". It is expected that attendance at no more than four (4) additional meetings will be required to present and review the final assessment findings and respond to an questions / clarifications the Authority may require.

The Consultant's participation at these meetings may require oral, written or audiovisual (i.e. *MS Power Point*) presentations, as needed. No additional compensation will be provided for attendance at and participation in these meetings, preparations for or presentations given

The Proposer will consider these costs when preparing its "*Fee Schedule - Hourly Rates*". No additional compensation will be provided to the Consultant Firm for attendance at and participation in these meetings, preparations for or presentations given. **All costs to provide the services described herein, as well as for attendance at meetings to ensure the successful completion of all tasks outlined in the RFQ/P, shall be calculated and included in the Proposer's "*Fee Schedule*" (reference Exhibit R – Section 1) for these services.**

## **XII. REQUIREMENTS of the PROPOSER:**

**To be considered the successful Proposer ("Vendor", "Consultant", "Consultant Firm"), at a minimum, the Proposer must possess and provide evidence of / demonstrate each of the following criteria:**

### **EXPERIENCE:**

- **a minimum of five (5) years demonstrated experience in offering these specialized Urban Enterprise Zone Program Assessment Consulting Services, to other municipal, county and state entities.**

The Proposer must evidence its experience, by **providing at least three (3) narratives detailing contracts of similar size and scope, successfully completed for similar client engagements.** The narrative should **demonstrate specialized experience with Urban Enterprise Zones, or like business improvement districts, with a focus on economic development, program review in targeted zones and fiscal impact analysis.** The Proposer should include any other information relevant to its qualifications, which it believes will assist to the Authority in evaluating the bid proposal.

**A minimum of three (3) narrative submissions is required.**

- The Proposer must evidence that its **staff, resources and experiences with Urban Enterprise Zones, urban development, program assessment and fiscal impact abilities, will enable it to effectively perform and deliver the services required of the resulting contract.** This must be evidenced by the qualifications of the proposed staff assigned to perform the work against the resulting contract, as indicated by the staff resumes presented.

**To be considered the successful Proposer ("Vendor", "Consultant", "Consultant Firm"), the Proposer and any employees assigned to perform work against the resulting contract, at a minimum, must possess and provide evidence of each of the above criteria.**

Failure to submit evidence for the Proposer, as well as any joint venture partners and / or subconsultant(s) / subcontractor(s), may result in rejection of the proposal.

The Consultant Firm shall be responsible to ensure that any staff assigned to perform work against the resulting contract maintains such licensing and / or certifications, as appropriate, throughout the term of the contract and any extensions thereto. Further, upon expiration of the license / certification, it shall be the Consultant Firm's responsibility to immediately, provide the Authority with evidence of updated licensing for the specified individual.

**XIII. QUALIFICATIONS / PERFORMANCE of the PROPOSER on CONTRACTS of SIMILAR SIZE and SCOPE / DESCRIPTION of the PROPOSER's ORGANIZATION:**

In an effort to establish the Proposer's ability to successfully provide the requisite services, for projects of similar scope, size and complexity, **interested Proposers must provide a narrative which provides general information about its organization. The narrative must demonstrate the respondent's abilities to provide and perform the requisite Urban Enterprise Zone Program Assessment Consulting Services.** The narrative should address:

- the Proposer's **qualifications to perform on similar size and scope Urban Enterprise Zone Program Assessment or like business improvement district assessment projects** with other client entities.
- the Proposer's **depth of staff** with resources and experience in providing these services, by indicating the number of full-time employees (and if applicable, part-time employees) qualified to do so.
- **resumes / bios for each member of the Proposer's executive, middle management** and support staffs, as well as for any individual who will be involved in the performance of work against the resulting contract (reference the section "*Resumes / Bios of Key Team Members*" for additional information.)

The resumes / bios should indicate the individual's name, title and any certifications / licenses held in relation to performing the requisite services, if applicable, as well as number of years employed with the Proposing entity firm.

**In addition to the above items, the Proposer should also include the following information with its proposal:**

- a **staffing chart** to show each position / title for those individuals who will or who it is expected will perform work against the resulting contract.
- if available, an **organizational chart** also be supplied for the Proposing Entity's entire organization, to evidence its depth of staff.
- **the number of years providing similar program assessment consulting services** to other client entities, **particularly involving urban development** as evidenced by submitting a **copy of the Proposer's list of clients and years serviced.**

- **the location and contact information** (i.e. address, telephone, e-mail, fax number, etc.) of the Proposer’s **office that will be responsible for managing the resulting contract**, as well as the locations of its corporate headquarters and any regional business offices.
- **name, phone number and e-mail address of the individual, who will be responsible for managing the performance** against the resulting contract.

**XIV. RESUMES / BIOS of KEY TEAM MEMBERS:**

The Proposer should **provide a detailed resume** or bio for **each individual, who will or who it is anticipated will perform work against the resulting contract**, to clearly demonstrate their respective appropriate capabilities and background.

At a minimum, the **resume or bio should include such information as:**

- demonstrated experience specific to providing the types of services required herein
- employment history
- education
- degrees / professional certifications and / or licenses
- any additional information that would allow the Authority to assess the individual's abilities to perform against the contract.

Proposers should note that following the award of the contract, in the event it becomes necessary for the Consultant Firm to make a substitution, replacement or addition regarding its own staff, the Consultant Firm will comply with the processes outlined above in the section “*Substitution of Staff / Subcontractors and /or Subconsultants*”.

The Authority, in its sole discretion, shall determine whether or not the proposed replacement, substitution or additional personnel possesses adequate qualifications and experience to provide services against the resulting contract. No substituted or additional personnel are authorized to begin work until the Consultant Firm has received written approval from the Authority’s designated staff.

**XV. REFERENCES:**

For each such illustrative narrative referenced in the section “*Experience*”, the Proposer should provide the **name, title, telephone number and e-mail address of a contact person** who can **provide a reference, regarding the Proposer’s performance** (i.e. quality, delivery performance, service levels, etc.) on the specific program assessment project.

**Due to the importance of effectively and accurately providing this Urban Enterprise Zone Program Assessment Services to the Authority, the references provided** (i.e. contact person information) **should be senior executive decisions makers** (i.e. CEO, COO, Sr. Vice President, etc.) who can address the Proposer’s abilities, manner of interacting with him / herself, as well

as other members of the organization, success in providing these consulting services and overall effectiveness / impact on the company / organization.

**A total of five (5) references should be provided.** These references will allow the Authority to address specific questions / issues with the reference source, regarding the Proposer's performance, quality and responsiveness, achievement of deadlines, etc. as it relates to the specific project. The Authority, in its sole discretion, shall determine whether or when it is appropriate and / or necessary to contact the references provided, in an effort to gain a more clear insight into the Proposer's capabilities and experience regarding the requisite services.

#### **XVI. JOINT VENTURES:**

If a joint venture is submitting the bid proposal, the **agreement between the parties relating to such joint venture should be submitted with the proposal.** **Authorized signatories, from each party comprising the joint venture, should sign the bid proposal cover letter.**

**All proposal submissions** (i.e. compliance documents, evidence of experience, references, resumes, etc.) **must be submitted for the Proposing Firm, as well as each joint venture partner.** **This information should also be submitted for each named subcontractor.** Failure to do so may render the proposal materially non-responsive and subject to rejection.

#### **XVII. SUBCONSULTANT FIRMS / SUBCONTRACTORS:**

Following award of the contract, in the event the Consultant Firm does not have direct staff capable of performing the necessary service(s); the Consultant Firm may subcontract those portions of the work to be performed to a subconsultant firm / subcontractor.

In the event the Proposer proposes to utilize a subcontractor / subconsultant to fulfill any of its obligations, the **Proposer shall be responsible for the subcontractor's: (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.**

Proposers should note that the Consultant retains the sole and absolute responsibility for the management and supervision all subcontractors / subconsultants to a high quality of service (reference the section "*Use of Subcontractors / Subconsultants*" of this RFQ/P). Such subcontractors and / or subconsultants must possess a valid "*Business Registration Certificate*", as further detailed in the section "*Compliance – Business Registration*" of this RFQ/P. Additionally; **the Consultant Firm assumes sole and absolute responsibility for all payments and monies due to its subcontractors / subconsultants.**

The Proposer **MUST provide a detailed description of services to be provided by each subcontractor / subconsultant,** referencing the applicable section or subsection of this RFQ/P, as well as the **Proposer's prior experience in working with the subcontractor / subconsultant** on similar projects as that required herein. This information **must be included with the proposal** to evidence the subcontractor's / subconsultant's capabilities and experience.

Detailed resumes should be provided for each member of the subcontractor's management, supervisory and other key personnel, who will, or who it is anticipated will, perform work against the resulting contract. Such resumes must clearly demonstrate knowledge, ability and experience relevant to that part of the work that the subcontractor is designated to perform.

When preparing its “*Fee Schedule*”, if the Proposer intends to subcontract any number of positions if it does not have in-house staff to perform the respective job function, the **Proposer must include the hourly rate for any subcontracted services / positions** on the “*Fee Schedule - Hourly Rates Schedule*” (reference Exhibit R – Section 1A-M) as though the position were part of its in-house overhead. This will allow the Authority to accurately assess a blended hourly rate for each proposal.

The Proposer **must indicate whether each position will be satisfied by in-house or subcontracted staff, by placing an “X” in the appropriate column next to each title.**

#### **XVIII. SUBSTITUTION of STAFF / SUBCONTRACTORS and / or SUBCONSULTANTS:**

**Following the award of the contract, in the event it becomes necessary for the Consultant Firm to substitute or add a subcontractor, or substitute its own staff for a previously identified subcontractor**, the Consultant Firm will notify the designated Authority staff member or his / her designee, in writing, and identify the proposed new subcontractor (“replacement”) or staff member (“staff replacement”), as well as the work to be performed. The Consultant Firm must provide a detailed justification documenting the need for the substitution or addition.

Included with the written notification, must be a **detailed resume of the proposed replacement staff member or of the proposed subcontractor’s replacement** management, supervisory and other key personnel that clearly demonstrates the replacement’s knowledge, ability and experience, relevant to that part of the work, which the proposed replacement subcontractor is to undertake. The qualifications and experience of the proposed replacement must equal or exceed those of similar personnel, proposed by the Consultant Firm in its bid proposal.

The designated Authority staff member, or his / her designee, in his / her sole discretion, shall determine whether or not the proposed replacement, substitution or additional subcontractor possesses adequate qualifications and experience to provide services against the resulting contract. No substituted or additional subcontractors are authorized to begin work, until the contractor has received written approval, from the designated Authority staff member or his / her designee. In the event the previous subcontractor / subconsultant to be replaced is a Small Business Enterprise (SBE), Minority-owned Business Enterprise (MBE) or Woman-owned Business Enterprise (WBE) as registered / certified by the Department of Treasury – Division of Minority and Women Business Development; the Consultant Firm must make every effort to replace the firm, in kind. Should the Consultant Firm be unable to make such replacement with a SBE, MBE or WBE firm; it must evidence that a good faith effort has been made to secure the services / goods of another SBE, MBE or WBE firm.

Following award of the contract, the Consultant Firm may subcontract to firms not expressly identified at the time of bid proposal submission. In such instances, the Consultant Firm shall

obtain a minimum of three (3) competitive bid proposals from subcontractors for each project or engagement. The competitive bid proposals shall be firm, fixed price per engagement and include written recommendations, based on price and other factors, with all support justifying the selection of the firm recommended to conduct the work. The designated Authority staff member, or his / her designee, in his / her sole discretion, shall determine whether or not the proposed replacement, substitution or additional subcontractor possesses adequate qualifications and experience to provide services against the resulting contract.

In the event the subconsultant / subcontractor originally identified and accepted in the Consultant Firm's proposal, was certified by the Department of Treasury - Division of Minority and Women Business Development as a Small Business Enterprise (SBE) or registered as a Minority-Owned Business Enterprise (MBE) or Woman-Owned Business Enterprise (WBE) firm; the Consultant Firm will make a good faith effort to replace the original subconsultant with another SBE, MBE or WBE firm. The Authority, in its sole discretion reserves the right to request and review the Consultant Firm's evidence of its good faith search for such SBE, MBE or WBE replacements.

**XIX. ACQUIRING SPECIALIZED SERVICES – PURCHASING RESPONSIBILITIES:**

During the term of the contract and any extensions thereto, should the Consultant Firm identify the need to secure **specialized services** not contemplated at the at the time of the issuance of this "Request for Qualifications / Proposals" but where such work is directly related to the deliverable and services required herein; the Consultant Firm shall identify and substantiate the need to secure such specialized services from a qualified subcontractor / subconsultant and will obtain approval to do so from the Authority's staff. The Consultant Firms will source and secure such services through a competitive bidding process to be conducted by the Consultant, in accordance with the procedures outlined in the "Solicitation of Quotations and Proposals Methodology and Procedures" attached to this RFQ/P as **Exhibit N**.

The Consultant Firm shall obtain a minimum of three (3) sealed, competitive bid proposals from subconsultant firms ("Vendors") for each project or engagement with a total aggregate value less than twenty-five thousand (\$25,000) dollars. **All solicitations and procurements must be done in accordance with the procedures and methodologies outlined in the Authority's "Solicitation of Quotations and Proposals Methodology" attached herein as Exhibit N, giving consideration to Small business enterprises (SBEs), Women-owned business enterprises (WBEs) or Minority- owned business enterprises (MBEs) when possible.**

The Consultant Firm will be responsible for payments due the subconsultant, the cost to be reimbursed by the Authority at the subconsultant's fee without additional mark-up or additional charges added by Consultant.

**XX. RESPONSIBILITIES of the VENDOR / CONSULTANT FIRM :**

The successful Proposer ("Vendor", "Consultant Firm" and "Firm") shall have sole and **absolute responsibility for the complete effort specified in and required of the contract.** Payment shall be made only to the Consultant Firm.

The Consultant Firm shall be responsible for the professional quality, technical accuracy and

timely completion and submission of all deliverables, services or commodities required under the contract. Without additional compensation, the Consultant Firm shall correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the Vendor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the Authority may have, arising out of the Consultant Firm's performance of this contract.

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and / or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the Authority and shall be delivered to the Authority upon thirty (30) days notice by the New Jersey Economic Development Authority. Regarding software computer programs and / or source codes developed for the Authority, the work shall be considered "work for hire," that is, the Authority, not the Consultant or subcontractor, shall have full and complete ownership of all software computer programs and / or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Agreement, the Consultant Firm or subcontractor hereby assigns to the Authority, all right, title and interest in and to any such material, and the Authority shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

**1. News Releases:**

The Consultant is not permitted to issue news releases pertaining to any aspect of the services being provided under the contract, to the New Jersey Economic Development Authority and / or any of their respective tenants, without the prior written consent of the Governance and Public Information Department of the New Jersey Economic Development Authority. All such requests shall be directed to the New Jersey Economic Development Authority through its designated staff member, who shall coordinate such approvals, to be granted, if any.

**2. Advertising:**

The Consultant shall not use the names, logos, images, or any data or results arising from this contract of the State of New Jersey and the New Jersey Economic Development Authority, as a part of any commercial advertising without first obtaining the prior, written consent of the Governance and Public Information Department of the New Jersey Economic Development Authority. All such requests shall be directed to the New Jersey Economic Development Authority through its designated staff member, who shall coordinate such approvals, to be granted, if any.

**3. Authority's Option to Reduce Scope of Services or Terminate Project:**

The Authority has the option, in its sole discretion, to reduce the “*Scope of Services*” or terminate services for any task or subtask called for under this contract. In such an event, the Authority shall provide advance written notice to the Consultant Firm. Further, the Authority, in its sole discretion, reserves the right to consider any task completed before the entire said task or tasks have been performed, whenever in the judgment of the Authority, based upon results of work already performed, the goals of the project have been successfully achieved or can be successfully achieved through a reduced “*Scope of Services*”. In such event, the Authority may reduce the “*Scope of Services*” for any task, tasks or portions thereof by written notice to the Consultant Firm.

Upon receipt of such written notice and within five (5) business days, the Consultant will submit to the Authority, an itemization of the work effort already completed by task or subtask and the work effort which will be required by task to complete the affected tasks in accordance with said notification. Upon approval of the proposed work effort by the Authority, the Consultant Firm will complete the project in accordance with said approval. The Consultant Firm will be compensated in accordance with the applicable portions of the cost proposal for the specific “*Scope of Services*”.

In the event the Authority issues a stop order for any reason, thereby directing the Consultant to suspend work under the contract for a specified time, the Consultant shall be paid until the effective date of the stop order. The Consultant shall resume work upon the date specified in the stop order or upon such other date as the Authority’s Designated Authority staff member may thereafter direct, in writing. The period of suspension shall be deemed added to the Consultant’s approved schedule of performance. The Authority’s Designated Authority staff member and the Consultant Firm shall negotiate an equitable adjustment, if any, to the contract price.

**4. Disclose Potential Conflicts of Interest:**

**Provide the following signed statement to disclose any potential conflicts of interest** with regard to the Proposer’s performance of the requisite services and the Proposer’s relationship with any Authority staff member or Urban Enterprise Zone area(s) throughout the state. If the Proposer indicates a potential conflict exists; it must identify the potential source of conflict such as, but not limited to:

- a. any firms for which the Proposer, its joint venture partner(s) or subcontractor(s) have provided, or may provide, other related services, including the preparation of applications to the Authority;
- b. have represented a previous or known future applicant to the Authority’s programs,
- c. holds public office (i.e. elected or appointed) in a township or municipality designated as an Urban Enterprise Zone,
- d. owns and / or operates a business establishment in a designated Urban Enterprise Zone area,

- e. have prior, current or known future relationships with staff or Board members of the New Jersey Economic Development Authority, the Department of Community Affairs (DCA) and / or an Urban Enterprise Zone area

The Proposer **should complete and submit one of the following signed statements:**

**If no conflict of interest is perceived:**

"I, *Name of Authorized Representative*, duly authorized to prepare and submit this bid proposal response on behalf of *Proposing Entity Name*, hereby certify that *Proposing Entity Name* is not aware of any known current or potential conflicts of interest with regard to providing the requisite services to the New Jersey Economic Development Authority and our firm.

I further certify that I have performed and will perform, as appropriate, such due diligence with any joint venture partner(s) and / or subcontractors /subconsultants with whom our firm may work, should we be awarded the contract for these services. Prior to engaging such subcontractor(s) / subconsultant(s), I understand that *Proposing Entity Firm* must advise the Authority's representative, in writing, of such potential conflicts of interest. I further acknowledge that the Authority, in its sole discretion, reserves the right to determine if such a conflict of interest will prevent the subcontractor / subconsultant from objectively performing the requisite work against the resulting contract."

**If a potential conflict of interest is perceived due to previous, present or anticipated future business dealings:**

"I, *Name of Authorized Representative*, duly authorized to prepare and submit this bid proposal response on behalf of *Proposing Entity Name*, hereby certify that *Proposing Entity Name* has engaged, is presently engaged or will be engaging in a business relationship to provide services to the following individual(s) or firm(s) to provide services regarding Urban Enterprise Zones (list the individual / firm and services provided or to be provided) **OR** has a personal or business relationship with the following individual(s) / organization (list individual(s) name(s) and organization(s).

(List as many prior or existing clients as are appropriate.)

I further certify that I have performed and will perform, as appropriate, such due diligence with any joint venture partner(s) and / or subcontractors /subconsultants with whom our firm may work, should we be awarded the contract for these services. Prior to engaging such subcontractor(s) / subconsultant(s), I understand that *Proposing Entity Firm* must advise the Authority's representative, in writing, of such potential conflicts of interest. I further acknowledge that the Authority, in its sole discretion, reserves the right to determine if such a conflict of interest will prevent the subcontractor / subconsultant from objectively performing the requisite work against the resulting contract."

**If a joint venture partnership is submitting the proposal; each joint venture partner must submit the appropriate signed statement concerning conflicts of interest. Such statements should also be provided for each named subcontractor / subconsultant.**

**5. Form of Compensation - Invoicing / Payment:**

The successful Proposer / Consultant Firm will submit its invoices to the Authority, on a **monthly** basis (no later than the 15th of each month), for work completed. The Consultant Firm will submit to the Authority's designated staff, an original invoice, a completed "*Monthly Status Report*", and any other documentation, as may be required by the Authority to process payment. Invoices will be considered non-compliant and will not be processed until the "*Monthly Status Report*" is fully completed, signed and submitted for each respective invoice. The Authority will make prompt payment to the Consultant Firm, following receipt of any non-disputed invoices and approval of the documentation.

Compensation will be provided to the Consultant Firm based on the respective hourly rates as indicated in its "*Fee Schedule – Hourly Rates*", based on the position and time (i.e. normal business hours vs. after-hours work) services are performed.

**At a minimum, invoices submitted for payment must include the following:**

- The Consultant Firm must **submit invoices for all services rendered within ninety (90) days of the date the service was provided / performed.** Invoices for services rendered more than ninety (90) days will not be paid by the Authority unless the Consultant received a prior, written waiver / approval from the Authority.
- All invoices must be approved by the Authority's designated staff member **before** payment will be authorized.

The Authority, in its sole discretion, reserves the right to require additional information, documentation and / or justification upon receipt of an invoice for payment and prior to approving such invoice for payment.

- The Authority consider the **Consultant Firm to be the sole point of contact with regard to contractual matters** and the Consultant will be required to assume sole responsibility for the complete *Scope of Services* and any additional services, as indicated in the *RFQ/P*. Payments will only be made to the Consultant. The **Consultant is responsible for assuring subconsultant compliance with all terms and conditions of this RFQ/P and assumes the sole and absolute responsibility for any payments due to subconsultant(s) / subcontractor(s) under the contract(s).**
- All invoices submitted to the New Jersey Economic Development Authority are subject to review by the State of New Jersey Office of the Inspector General. Improper billing practices will be subject to penalties as more fully set forth in the "*Contract for Professional Services*" attached to this *RFQ/P* as *Exhibit L*.

- a detailed description of the project task or subtask services for the monthly period
- percentage of completion of the overall “*Scope of Services*”, if applicable
- each itemized position / title assigned to perform the work for the project
- copies of weekly timesheets for employees assigned to do the work referenced in the invoice
- the commencement and completion dates of the project, if applicable
- the number of hours dedicated to the task or subtask for each position / title, which performed the work for the respective “*Scope of Services*”
- a copy of the original project / scope of services approved by the Authority’s designated staff member, if applicable, prior to commencing the work (this must reference the hours to be dedicated, positions required, corresponding hourly rates for each position, extended dollar amounts for each position)

In the event a partial payment is being made, prior to the completion of a project (i.e. the duration of a particular project is prolonged, perhaps 3 to 4 months), the Authority’s designated staff member, may require the Consultant Firm to submit evidence demonstrating and substantiating the degree of completion, before payment is approved. All such partial payments are subject to the approval of the designated staff member.

Invoices must also be submitted for additional work or other items properly authorized and satisfactorily completed. These invoices must itemize the position / titles involved in the performance of the work, as well as the corresponding hourly rates, as specified in the Proposer’s “*Fee Schedule*” (reference Exhibit R – Section 1A – M). Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved.

**By submitting an invoice to the Authority, the Consultant Firm represents that all payments due to its subconsultants / subcontractors have been made and that all relevant laws and regulations have been complied with.**

**6. Additional Work / Services Required:**

It is understood that the Consultant Firm may be retained by the Authority, if in its sole discretion, it is determined that additional services are required and that such procurement is in the best interest of the New Jersey Economic Development

Authority. It is further understood that the Authority is under no obligation to solicit a proposal and / or retain the Consultant Firm on a sole source basis to provide any such additional services. The Consulting Firm will be compensated for such additional services, based on the fees / hourly rates submitted on its “*Fee Schedule*” in response to this solicitation.

Invoices must also be submitted for such additional work or other items (i.e. supplies, materials, equipment, etc.) properly authorized and satisfactorily completed. These invoices must itemize the position / titles involved in the performance of the work, as well as the corresponding hourly rates, as specified in the Proposer’s “*Fee Schedule*” (reference *Exhibit R – Section 2A – M*). Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved.

**XXI. FEE SCHEDULE:**

**The Proposer shall provide a fully completed and signed “Fee Schedule” (attached to this RFQ/P as *Exhibit R–Sections 1 and 2A-M*), which addresses each of the following:**

**A. MANDATORY “FEE SCHEDULE” (*Items #1 and 2A-M*):**

**1. “Maximum Not-To-Exceed Program Assessment Fee” -**  
(reference *Exhibit R – Section 1*)

This is the maximum fee to be charged for the Urban Enterprise Program Assessment and report, as required. In the event the Authority should issue additional bonds during the term of the contract and any extensions thereto, the fees stated herein shall apply to those future issuances.

**2. “Hourly Rates Fee Schedule” :**  
(reference *Exhibit R – Section 2A-M*)

a **fully burdened, fixed “Hourly Rates Schedule” for each position / title** for those individuals who will, or who it is anticipated will, be involved with the performance of the work, against the resulting contract.

~ IMPORTANT ~

**The Proposer MUST SIGN the “FEE SCHEDULE”, as well as the proposal cover letter, in INK.**

Failure to do so will render the proposal materially non-responsive and subject to mandatory rejection

When evaluating bid proposals, the Authority will total the "*Maximum Not-to Exceed Program Assessment Fee*" and average hourly rates by totaling the sum of all hourly rates and then dividing by the number of positions quoted, to obtain a "blended rate". This will allow the Authority to accurately and equitably evaluate proposals, since Proposers may not quote the same number of positions / titles four hourly rates.

NOTE: These hourly rates shall include all direct and indirect costs, including but not limited to: overhead, profit, travel, meals and administrative costs of the Proposer. The Proposer's "*Fee Schedule – Hourly Rates*", must consider and include all costs, including travel and expenses, such as but not limited to initial travel to the Authority's offices to set-up and launch the program, teleconferences, attendance at meetings, as needed, overnight delivery service (i.e. Federal Express, UPS Red, etc.), if applicable, etc.

## XXII. TAX EXEMPT STATUS:

As an instrumentality of the State of New Jersey, the New Jersey Economic Development Authority is tax exempt. When preparing the "*Fee Schedule*" (*Exhibit R*), as well as submitting invoices for payment, the successful Proposer shall not include federal or state sales tax. The successful Proposer shall not charge, nor be reimbursed for tax.

## XXIII. EVALUATION CRITERIA / SELECTION PROCESS:

The Authority will convene a cross-functional Evaluation Committee composed of the Authority's staff, management and other state agencies and / or industry / subject matter experts to evaluate, score and rank proposals received for this RFQ/P. Selection of the successful Proposer will be based upon a determination of which proposal is the most favorable to the Authority, considering the criteria listed below, price and other factors considered.

The following evaluation criteria, not listed in order of significance, will be used to evaluate proposals received in response to this RFQ/P:

- the Proposer's **detailed approach and plans** to perform the services required by the "*Scope of Services / Deliverables*" section of this RFQ/P (*reference Attachment A*), including the Proposer's **contract management plan and contract organizational chart**, to include its depth of staff
- the **qualifications and experience of the Proposer's management, supervisory and / or other key personnel assigned to perform work** against the resulting contract, as evidenced by the Proposer's **demonstrated, specialized experience in providing assessments of Urban Enterprise Zones, or like business improvement district programs, with a focus on economic development, program review in targeted zones and fiscal impact analysis.**

- the extent and quality of the Proposer's documented experience in successfully **providing similar services of comparable size and scope** as that required of this RFQ/P, **as well as strong demonstrated familiarity with federal and state laws, regulations and requirements governing Urban Enterprise Zone Program Assessment**, as evidenced by the narratives submitted.
- the **extent and quality of the econometric financial model / methodology to be used to assess the economic impact of the program on the State of New Jersey**.
- the Proposer's "**Price**", as exemplified by the **prices submitted for the:**
  1. "**Maximum Not-to-Exceed Program Assessment Fee**"  
(reference Exhibit R – Section 1)
  2. "**Blended Hourly Rates**"  
(reference Exhibit R – Section 2A - M)

(This is the Proposer's hourly rates which are totaled and then divided by the number of positions indicated to obtain a "blended hourly rate". Proposers must indicate hourly rates for EACH position which is expected to perform work against the resulting contract; not a blended rate. The Authority will blend the hourly rates, as stated, for each proposal received.

For purposes of this RFQ/P, the following methodology will be used to evaluate and score each of the components of the Proposer's price regarding the "*Scope of Services / Deliverables*", as detailed in this RFQ/P. For example, if the Authority blended the hourly rates for four (4) Proposers and derived the four (4) "*Maximum Not-to-Exceed Program Assessment Fees*" listed below, the Authority would evaluate these as follows:

Proposer #1	quoted	\$175,000
Proposer #2	quoted	\$140,000
Proposer #3	quoted	\$150,000
Proposer #4	quoted	\$165,000

The range in pricing is \$35,000 (the spread of the lowest price of \$140,000 to the highest of \$175,000). Utilizing a scoring system of "1 – 5", the following would apply:

Score '1'	-	"poor"	\$168,001 to \$175,000
Score '2'	-	"fair"	\$161,001 to \$168,000
Score '3'	-	"good"	\$154,001 to \$161,000
Score '4'	-	"very good"	\$147,001 to \$154,000
Score '5'	-	"excellent"	\$140,000 to \$147,000

As such, Proposers would be scored as follows, regarding "*Maximum Not-to-Exceed Program Assessment Fees*" pricing:

Proposer #1	quoted	\$175,000	and receives a score of '1'
Proposer #2	quoted	\$140,000	and receives a score of '5'
Proposer #3	quoted	\$150,000	and receives a score of '4'
Proposer #4	quoted	\$165,000	and receives a score of '2'

This same methodology will be applied and used to evaluate and score to all other aspects of “Price”.

**XXIV. INTERVIEWS:**

Upon review of the proposals, the one (1) or more Proposers may be invited to interview, with members of the Evaluation Committee. The decision to conduct interviews is at the sole discretion of the Authority. In the event the Authority decides to conduct interviews, the **Proposer shall be available to meet with the Evaluation Committee, during the first week of October.** The exact date for these interviews will be communicated to the Proposers, at the appropriate time. While the Authority will make every effort to accommodate a mutually agreeable date for the interview, Proposers should be aware that failure to comply with the scheduled request to interview will result in the Authority evaluating and scoring the Proposer’s proposal, based solely on the information submitted. The Authority shall not be expected to reschedule interviews to accommodate the schedule of the Proposer.

Interviews will take place at the Authority’s offices, located at 36 West State Street, Trenton or another site as the Authority may identify, during normal business hours (9:00 AM to 5:00 PM) or via teleconference during these same business hours. The decision to participate in person or via teleconference will be at the Authority’s discretion. Further, the Authority, in its sole discretion, reserves the right to identify any staff and / or subcontractors to attend the interview.

Original proposal submissions cannot be supplemented as part of the interview process. A respondent firm will not be permitted to offer comments or opinions regarding other proposing firms or proposals, nor may Proposers attend the interview / presentation of its competitors (i.e. another proposing firm).

**XXV. SPECIMEN FORM of “CONTRACT for PROFESSIONAL SERVICES”:**

Award of a contract for services outlined in this RFQ/P will be subject to the selected firm entering into a form of contract satisfactory to the Authority. Proposers should refer to the specimen form of “***Contract for Professional Services***”, attached to this RFQ/P as ***Exhibit L***.

Proposers are encouraged to carefully review the specimen contract and **should indicate any exceptions taken to the form of contract, in the bid proposal response.**

If the Proposer takes no exceptions to the contract terms or its language, this should be clearly stated in the bid proposal, by including the following signed statement:

“I, *Name of Authorized Representative*, duly authorized to prepare and submit this bid proposal response on behalf of *Proposing Entity Name*, hereby acknowledge that *Proposing Entity Name* takes no exceptions to the Authority’s specimen form of “*Contract for Professional Services*”, attached to this RFQ/P as *Exhibit L*.”

If the Proposer does, in fact, take exception to one (1) or more points within the contract, the following signed statement should be submitted:

"I, Name of Authorized Representative, duly authorized to prepare and submit this bid proposal response on behalf of Proposing Entity Name, hereby acknowledge that Proposing Entity Name requests the following amendments / changes to the Authority's specimen form of "Contract for Professional Services", attached to this RFQ/P as *Exhibit L*.

The Proposer should then list the requested change(s), as appropriate.

**The Authority will be under no obligation to grant or accept any requested changes to the specimen form of the contract (*Exhibit L*).**

## **XXVI. CONFIDENTIAL INFORMATION of the AUTHORITY:**

In connection with performing the Work, the Vendor, its employees and subcontractors, if any, may receive, review and become aware of proprietary, personnel, commercial, marketing and financial information of the Authority, its employees, members, borrowers and business associates that is confidential and / or proprietary in nature ("*Confidential Information*"). The Vendor agrees that the use and handling of *Confidential Information* by the Vendor, its employees and subcontractors, if any, shall be done in a responsible manner and solely for furtherance of the Work. Other than to its employees and subcontractors, if any, who have a need to know *Confidential Information* in connection with performance of the Work, the Vendor agrees not to disclose any *Confidential Information*, without the prior written consent of the Authority. The Vendor shall be responsible to assure that its employees and subcontractors, if any, do not disclose any *Confidential Information* without the prior written consent of the Authority. The Vendor shall inform each of its employees and subcontractors, if any, that receives any *Confidential Information* of the requirements of this section of the RFQ/P and *Section 9* of the Contract and shall require each such employee and subcontractors, if any, to comply with such requirements.

Notwithstanding the foregoing, the term *Confidential Information* shall not include information which: (i) is already known to the Vendor, its employees and subcontractors, if any, from sources other than the Authority; (ii) is or becomes generally available to the public other than as a result of a disclosure by the Vendor, its employees and subcontractors, if any, or (iii) is required to be disclosed by law or by regulatory or judicial process.

Pursuant to *Section 6, "Indemnification"* of the Contract, the Vendor shall indemnify and hold the Authority, its employees and members harmless for any breach of *Section 9 "Confidential Information of the Authority"*, by the Vendor, its employees and subcontractors, if any.

The Authority, in its sole discretion, may require the Consultant Firm, its employees and subcontractors, if any, assigned to perform work against the resulting contract, to execute a *Non-Disclosure / Confidentiality Agreement*.

## **XXVII. INSURANCE:**

The successful Proposer shall procure and maintain, at its own expense, liability insurance for damages of the kinds and in the amounts hereinafter provided, from insurance companies licensed, admitted and approved to do business in the State of New Jersey. The Vendor shall obtain this coverage from A VII or better-rated companies as determined by A.M. Best Company. All liability insurance policies shall afford coverage on an occurrence rather than claims made basis with the exception of the professional liability coverage. The types and minimum amounts of insurance required are as follows:

(a) Commercial General Liability Insurance.

The minimum limits of liability for this insurance shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate and cover liability based on property damage, death and bodily injury.

The Commercial General Liability Insurance policy shall name the Authority as additional insured. The coverage to be provided under this policy shall be at least as broad as the standard, basic, unamended and unendorsed commercial general liability policy and shall include contractual liability coverage.

(b) Workers' Compensation and Employers' Liability.

Workers' Compensation Insurance shall be provided in accordance with the requirements of the laws of this State and shall include an endorsement to extend coverage to any State, which may be interpreted to have legal jurisdiction. Employers' Liability Insurance shall also be provided in an amount acceptable to the Authority.

(c) Professional Liability Insurance.

The Vendor shall carry Errors and Omissions and/or Professional Liability Insurance sufficient to protect the Vendor from any liability arising out of professional obligations performed pursuant to this Contract. The insurance shall be in the amount of \$1,000,000 each claim and in such policy form as shall be approved by the Authority. The policy shall name the New Jersey Economic Development Authority as an additional insured.

Certificates of Insurance acceptable to the Authority in respect to each of the aforementioned policies shall be filed with the Authority, prior to commencement of providing services against the contract. These Certificates shall contain a provision that coverages afforded under the policies will not be reduced or canceled unless at least thirty (30) days prior written notice has been given to the Authority. The Vendor shall notify the Authority, in writing, within forty-eight (48) hours, of any changes made to policies, which affect the Authority.

Within ten (10) calendar days of receiving notice of the Authority's intent to award a contract, the successful Proposer shall submit evidence of actual, valid insurance coverage, naming the Authority as an additional insured, for the types of insurance and amounts indicated herein and in the Contract language, (section 7-."Insurance"). The Certificates of Insurance supplied by the successful Proposer are subject to the final approval of the Authority. Failure to provide acceptable forms of insurance may be cause for rejection of the bid proposal.

If the selected Proposer fails to provide complete and adequate evidence of insurance coverage, within said ten (10) calendar day period, the Authority reserves the right to rescind its offer and award the contract to an alternate Proposer.

**XXVIII. COMPLIANCE:**

Refer to **Attachment B** for all compliance required of this RFQ/P.

**XXIX. PROPOSAL FORMAT / SUBMITTAL REQUIREMENTS:**

**At a minimum, the Proposer MUST SUBMIT the following mandatory information items with its proposal.** (This information must be submitted for the respondent firm, as well as any joint venture partners, if applicable).

1. a **fully completed and signed cover letter** and **“Fee Schedule”**  
(Exhibit R – Sections 1 and 2A-M)
2. all fully **completed and signed Compliance document forms,** as specified in the **“Attachment B - Compliance”** section, of this RFQ/P, and as required by law.

Respondents should note that the following **COMPLIANCE** documents **MUST** be submitted **WITH THE BID PROPOSAL:**

1. **“Source Disclosure Certificate”** form - (Exhibit G)
2. **“Set Aside Compliance Certificate”** form - (Exhibit I)

**In addition to the above, the Proposer is requested to submit the following:**

3. a valid **“Business Registration Certificate”** (BRC) - (Exhibit E)
4. evidence of compliance with *Equal Employment Opportunity* by submitting one (1) of the following:
  - a. a valid **“AA302 Employee Information Report”** form - (Exhibit B),
  - b. a valid **“Certificate of Employee Information Report”** - (Exhibit C)
  - c. a valid **“Letter of Federal Affirmative Action Plan Approval”** - (Exhibit D)
5. **“Set Aside Information”** form - (Exhibit H)
6. **“Two (2) Year Vendor Certification and Disclosure of Political Contributions”** and **“Ownership Disclosure”** forms - (Exhibit K), (which typically are only required of the successful Proposer).

Respondents are encouraged to submit all remaining compliance documentation, with the bid proposal. While only the successful firm is required to complete and submit *Public Law 2005, c.51 and Executive Order 117 (Corzine)*, **“Two (2) Year Vendor Certification and Disclosure of Political Contributions”** and **“Ownership**

*Disclosure*” forms within ten (10) calendar days of the Authority issuing a notice of its intent to award a contract; however, in this instance, all Proposers are asked to complete, sign and submit this documentation with the proposal. Failure to submit all compliance documents, as specified and within the specified time frames, may result in rejection of the proposal.

Proposers are cautioned to use the compliance forms attached to this RFQ/P, as *Exhibits*. These represent the most recent versions of the respective compliance documents. Using older versions of a document may require the Proposer to re-submit a fully completed and signed current version of the document, before its compliance submissions can be reviewed and approved by the Authority’s Compliance Program Manager or other outside State entity, as appropriate.

3. Provide **evidence of the number of years providing similar program assessment services, and in particular, Urban Enterprise Zone Program Assessment consulting services, to other entities** by submitting a list of clients indicating the terms of engagements.
4. Provide a **detailed timeline / schedule** to ensure that the **Authority’s deadline of December 30, 2010** is achieved.
5. **Detailed description of the econometric model / methodology to be used to assess the economic impact of the program on the State of New Jersey.**
6. Provide evidence of a minimum of **five (5) years demonstrated experience in providing these same services of similar size and scope to other municipal, county or state entities**, as evidenced by providing at least **three (3) illustrative narratives describing similar Urban Enterprise Zone Program Assessment Consulting Services consulting projects during the past five (5) year period.**

The narrative should **demonstrate specialized experience with economic development, program review in targeted zones and fiscal impact analysis regarding other Urban Enterprise Zones.**

Additionally, the **narratives must include the client name, project overview, scope of services and current status** (i.e. active, closed, final reporting completed and whether or not recommendations for change / modifications were implemented, etc.),

7. For each such contract indicated above, the Proposer must **provide the contact information** (i.e. name, telephone number and e-mail address) **of a senior executive contact person** (i.e. CEO, COO, CFO, Sr. Vice President etc.) **for the contracted party, who can provide a reference** regarding the Proposer’s performance, abilities, manner of interacting with him / herself, as well as other members of the organization, and overall effectiveness and success in providing these Program Assessment Consulting Services.

These references will allow the Authority to address specific questions / issues with the reference, regarding the Proposer’s performance, responsiveness and quality, as it relates to these specific requisite services.

**A minimum of three (3) submissions should be provided.**

8. a **copy of the Proposer's list of clients and years serviced during this five (5) year period**, as further detailed in the section **"Requirements of the Proposer – Experience" of this RFQ/P.**
9. Provide a descriptive **narrative of the Proposer's organization**. Included must be information demonstrating the Proposer's **experience and qualifications in providing the requisite services.**

The narrative should address:

- a. all services / requirements detailed in the **"Scope of Services / Deliverables"** section of this *RFQ/P*,
  - b. demonstrate an understanding of the services / work required,
  - c. provide a detail of how the Proposer intends to accomplish the work required in the **"Scope of Services"**.
10. Provide **resumes / bios for each individual, who will or who it is expected will, perform work against the resulting contract**, as well as **any applicable licenses or professional certifications.** Resumes should include such information in sufficient detail to demonstrate the individual's program assessment experience and specifically, UEZ and urban development experience.
  11. Provide a **staffing chart listing the names and positions of all employees who will be assigned to provide the services** described herein and who will perform the work against the resulting contract.
  12. If available, it is requested that an **organizational chart** also be supplied **for the Proposing entity's entire organization.**

In addition to the items indicated above, the Proposer **should also include** the following additional information **with its proposal:**

13. a **brief narrative describing the proposed "Scope of Services / Deliverables"** including how the Proposer plans to effectively and efficiently accomplish these **tasks / services** identified in this *RFQ/P*.
14. a **brief descriptive narrative of the Proposer's organization, a detail of the business structure** (i.e. corporation, partnership, LLC); **history of the firm** and its **qualifications to provide the requisite Urban Enterprise Zone Program Assessment Consulting Services**, based on past experience, depth of personnel, etc..
15. **evidence of the number of years providing similar Urban Enterprise Zone Program Assessment Consulting Services**, of similar size and scope by submitting a copy of the Proposer's **list of clients and years serviced during this period.**

16. Provide the full name, title, telephone number and e-mail address for the **primary contact person of the firm responsible for this submission.**
17. Provide the **location of the Proposer's office that will be responsible for managing the resulting contract.**
18. Provide the **full name, title, telephone number and e-mail address of the individual, who will be responsible for and who will manage, the resulting contract.**
19. Provide the **name and Federal Employer Identification Number (FEIN #)** of the Proposer responding to this RFQ/P, as well as any joint venture partners.
20. Provide the following **signed statement concerning capacity to perform** against any resulting contract (this is to be signed by the authorized representative, who is submitting and signing the RFQ/P documents on behalf of the responding entity):

*"I, Name of Authorized Representative, Title certify that, Respondent Entity Name has sufficient resources, legal capacity and authority to provide the service identified in the Proposal herein and is willing to be bound to said Proposal. Respondent Entity Name agrees to hold its prices firm for a period of ninety (90) days to accommodate the Authority's evaluation and award processes."*

The "Capacity to Perform" statement should also include information regarding any pending / outstanding litigation, if any, which may affect the viability of the firm or the firm's ability to perform the requisite services or to complete the services throughout the term of the contract and any extensions thereto.

21. Provide the following **signed statement**, as appropriate, concerning the **specimen form of "Contract For Professional Services"** (Exhibit L):

**If the Proposer takes no exceptions to the contract terms or its language**, this should be clearly stated in the bid proposal, by including **the following signed statement**:

*"I, Name of Authorized Representative, duly authorized to prepare and submit this bid proposal response on behalf of Proposing Entity Name, hereby acknowledge that Proposing Entity Name takes no exceptions to the Authority's specimen form of "Contract for Professional Services", attached to this RFQ/P as Exhibit L."*

**If the Proposer does, in fact, take exception** to one (1) or more points within the contract, the **following signed statement should be submitted**:

*"I, Name of Authorized Representative, duly authorized to prepare and submit this bid proposal response on behalf of Proposing Entity Name, hereby acknowledge that Proposing Entity Name requests the following amendments / changes to the Authority's specimen form of "Contract for Professional Services", attached to this RFQ/P as Exhibit L. (Indicate requested changes.)"*

22. Provide the following **signed statement to disclose any potential conflicts of interest**, as outlined in the section “*Responsibilities of the Vendor / Consultant Firm – Disclose Potential Conflicts of Interest*”.
23. Submit a fully completed, correct and signed “***Acknowledgment of Receipt of Addenda / Q&A***” form (*Exhibit M*)

A proposal cannot be reviewed and evaluated unless and until the above information is received. **Failure to provide all items as indicated above, in the level of detail specified, may prevent the Authority from effectively and accurately evaluating the proposal.** Failure to submit the above information may result in rejection of the proposal.

This list is meant to assist the proposing entity in preparing its bid proposal and may not be all encompassing. It is the proposing firm’s sole responsibility to ensure that all required documentation and submissions are included with the bid proposal.

**XXX. QUESTIONS:**

Questions concerning this *RFQ/P*, may be submitted, in writing via e-mail, to Geraldine Stout, Procurement Officer, at [gstout@njeda.com](mailto:gstout@njeda.com) and **must be received at or before 4:00 PM** (prevailing local time), **on Friday, September 17, 2010.** Phone calls / faxes shall not be accepted.

The subject line of the e-mail should state:

**“QUESTIONS – 2010-RFQ/P-040– Urban Enterprise Zone Program  
Assessment Consulting Services”**

All questions and answers will be posted on the Authority’s website at <http://www.njeda.com/rfq> under:

**“2010-RFQ/P-040 - RFQ/P for Urban Enterprise Zone Program Assessment  
Consulting Services - Questions and Answers”.**

Interested parties are encouraged to frequently check the Authority’s website for any updates, additional information and / or addenda pertaining to this *RFQ/P*, as well as, posted “*Questions and Answers*”.

**XXXI. ADDENDUM / “QUESTIONS & ANSWERS”:**

There are no designated dates for release of addenda or posting of “*Questions & Answers*” on the Authority’s website. Interested Proposers should check the Authority’s website frequently, from the date and time the *RFQ/P* is issued, up to and including the due date and time of the bid proposal opening. **It is the sole responsibility of the Proposer to be knowledgeable of and acknowledge all addenda and posted “*Questions & Answers*”, related to this *RFQ/P*, on the “*Acknowledgment of Receipt of Addenda / Q&A*” form (*Exhibit M*).**

All addenda, as well as “Questions & Answers” to the original RFQ/P, will be posted on Authority’s website, will become part of this RFQ/P and will be incorporated by reference, in the final contract resulting from this RFQ/P. Proposers should **acknowledge receipt of all addenda and each sequentially numbered “Questions & Answers”**, posted on the Authority’s website, for this RFQ/P by completing the “Acknowledgment of Receipt of Addenda / Q&A” form. Proposers should list EACH addendum and EACH sequentially numbered “Questions & Answers” posted for this RFQ/P, on the form. The Proposer should initial and date each entry on the form, sign it and **submit the “Acknowledgment of Receipt of Addenda / Q&A” form with its proposal**. A proposal cannot be reviewed and evaluated, unless and until the Proposer has correctly completed, signed and submitted the “Acknowledgment of Receipt of Addenda / Q&A” form (*Exhibit M*).

**EACH addendum and EACH sequentially numbered “Questions & Answers” posted on the Authority’s website MUST be acknowledged on the form. Each entry on the form must be initialed and dated with the date referenced in the addendum or “Q & A” document, as it was posted on the Authority’s website.**

(NOTE: When completing the “Acknowledgment of Receipt of Addenda / Q&A” form, the column in the grid area labeled “Dated” refers to the date each addendum or “Questions and Answers” document was posted to the Authority’s website; not the date the Proposer is executing the form.)

**XXXII. SUBMISSION DUE DATE:**

**Proposals shall be received at or before 3:00 PM (prevailing local time), on Tuesday, September 28, 2010 at the Authority’s offices, located at 36 West State Street, Trenton, NJ 08625. Proposals shall be submitted to the Authority in a securely, SEALED envelope or carton. Unsealed, faxed or e-mailed proposals shall not be accepted.**

In consideration of the environment and to support the Authority’s efforts to “Go Green”, the Authority has modified its proposal submissions, to reduce the use of paper. **All proposals should be submitted as follows:**

- **one (1) printed, signed original**
- **one (1) printed copy of signed original**
- **one (1) printed copy of the signed proposal, unbound**
- **“a signed Adobe PDF version supplied on seven (7) compact discs \***

(Each compact disc should include electronic (i.e. scanned) versions of any and all submittals / samples / documents supplied with the proposal submission)

**IMPORTANT: The “Fee Schedule” and proposal cover letter MUST be SIGNED in INK!**  
**Failure to do so will render the proposal materially non-responsive and subject to rejection.**

**\* IMPORTANT:**

To ensure proper identification, **EACH CD SHOULD BE CLEARLY LABELED**  
to indicate the Proposing entity’s name, address and phone number information,  
as well as the RFQ/P information  
(i.e. 2010-RFQ/P-040 – Urban Enterprise Zone Program Assessment Consulting Services)

Proposals should be addressed to:

**Mailing Address:**

New Jersey Economic Development Authority  
Internal Process Management Department  
**REF # 2010- RFQ/P- 040 – Urban Enterprise Zone Program  
Assessment Consulting Services**  
**Due Date: Tuesday, September 28, 2010 – 3:00 PM**  
PO Box 990  
Trenton, NJ 08625-0990

**Shipping / Delivery Address:**

New Jersey Economic Development Authority  
Internal Process Management Department  
**REF # 2010- RFQ/P- 040 – Urban Enterprise Zone Program  
Assessment Consulting Services**  
**Due Date: Tuesday, September 28, 2010 – 3:00 PM**  
36 West State Street  
Trenton, NJ 08625 -0990  
Telephone: 609-292-1800 – Main Reception Desk

**IMPORTANT:**

Since the Authority's Evaluation Committee will review the proposal (in Adobe format), on the CD ROM, **it is the Proposer's sole responsibility to ensure that ALL INFORMATION, DOCUMENTS and ATTACHMENTS INCLUDED IN THE ORIGINAL PROPOSAL SUBMISSION ARE INCLUDED ON THE CD ROM.** Failure to do so may prevent the Evaluation Committee from accurately evaluating the proposal.

The Authority shall not be obligated to reconsider its evaluation and scoring of a proposal, if the Proposer fails to include all information on the CD ROM. Should the Authority discover that a Proposer has failed to include the same, complete and accurate information on the CD ROM as it included in its printed original proposal submission; the Authority, shall be under no obligation to re-evaluate and re-score the proposal.

Responses to the *RFQ/P* will be received until the date and time for receipt referenced above and then publicly opened, at the office indicated.

*RFQ/P* responses will be available, upon request, for public inspection. The Authority staff will make reasonable efforts to maintain confidentiality of information received as part of the *RFQ/P* process; however, all respondents are cautioned that the Authority is subject to the provisions of the *New Jersey Open Public Meetings Act*, the *New Jersey Open Public Records Act* (N.J.S.A. 47:1A-1), and the *New Jersey Right-to-Know* statutory law and relevant case law.

**XXXIII. HOLDING PRICES FIRM:**

Proposers shall hold their proposal prices firm for a period of ninety (90) days, to accommodate the Authority's evaluation and award processes.

**XXXIV. TERM of CONTRACT:**

It is the intent of the Authority to award a **limited term contract to expire on or about December 30, 2010, for these Urban Enterprise Zone Program Assessment Consulting Services**. This is an estimated ten (10) week engagement.

***Time is critical*** with respect to the performance of the requisite services against the resulting contracts. The **Urban Enterprise Zone Program Assessment Consulting Firm must be capable and available to begin performing the work required by this RFQ/P within one (1) week of the execution of the contract. The deadline for this program assessment to be completed is December 30, 2010.**

Notwithstanding the expiration or termination of the Agreement, the Authority reserves the right, in its sole discretion, to extend the Agreement on a month-to-month basis beyond the expiration or termination, until a replacement Consultant Firm is procured for these services, at the same prices, terms and conditions. In the event the services are scheduled to end either due to expiration of the contract or by termination of the contract by the Authority, in its sole discretion; the Consultant Firm will be required to continue to provide such services if so requested by the Authority, until a replacement Consultant can become completely operational. Any services performed during this / these interim periods of time, shall be performed in accordance with the prices, terms and conditions in effect prior to the expiration or termination of the contract. The Consultant Firm will be reimbursed for these services based on the hourly rates in effect under the most recent contract term.

**XXXV. AWARD:**

It is the intent of the Authority to award a **limited term contract to expire on or about December 30, 2010, for these Urban Enterprise Zone Program Assessment Consulting Services**. Prices, terms and conditions shall remain firm throughout the initial term of the contract, and any extensions thereto.

The contract award will be made to the successful Proposer whose bid proposal conforms to this *RFQ/P*, is most advantageous to the Authority, price and other factors considered, and aligns with the work of the Authority, as determined by the Authority, in its sole discretion.

Award of a contract for services outlined in this *RFQ/P* will be subject to the selected firm entering into a form of contract satisfactory to the Authority. Proposers should refer to the specimen form of "*Contract for Professional Services*", attached to this *RFQ/P* as *Exhibit L*.

Acceptance of a Proposal and award of a contract is subject to the approval of the Authority's Board. Proposers should refer to the specimen form of "*Contract for Professional Services*", attached to this *RFQ/P* as *Exhibit L*.

**XXXVI. TERMINATION / CANCELLATION:**

The Authority, at its sole discretion, may cancel the contract, at any time, without material cause, upon seven (7) days advanced written notice to the Vendor. In such event, absent a default on the part of the Vendor, the Vendor shall be entitled to compensation for all services properly provided to the Authority pursuant to the Contract, prior to such termination.

**XXXVII. OPEN PUBLIC RECORDS ACT:**

Respondents should be aware that responses to this *RFQ/P* will be available, upon request, for public inspection. The Authority, as an instrumentality of the State of New Jersey, is subject to the *New Jersey Open Public Records Act (N.J.S.A. 47:1A-1)* and *New Jersey Right-to-Know* statutory law and relevant case law.

**XXXVIII. OTHER:**

Any Proposer attempting to contact government officials (elected or appointed) or the Authority's Board members and staff, in an effort to influence the selection process, shall immediately have its proposal summarily rejected and disqualified.

The Authority's staff reserves the right to reject any and all Proposals, if deemed to be in the best interest of the Authority, to request redefined Proposals from any entity responding to this *RFQ/P*, or to request clarifications of any portion of the proposal received. Further, the Authority's staff reserves the right, at its sole discretion, to waive minor elements of non-compliance of any entity's Proposal, with regard to the requirements outlined in this *RFQ/P*. The Authority's staff retains the discretion to modify, expand or delete any portion of this *RFQ/P* or terminate the selection process or this *RFQ/P* at any time.

Subject to approval of the governing body of the New Jersey Economic Development Authority, selection of the successful respondent will be based upon a determination of which Proposal is viewed as the most favorable to the Authority, based on the criteria listed herein, considering price and other factors.

The Authority reserves the right to reject any and all responses to this Request; to schedule interviews with no Proposers, all Proposers, or only the most highly qualified Proposers, as determined by the Authority; to request additional information from, any and all firms; to waive any requirements, or minor informalities; to modify or amend, with the consent of the submitting firm, any statement, as may be permitted by law; and to effect any agreement deemed by the Authority to be in its best interest, and the best interest of the State of New Jersey.

The selected firm must comply with all local, state and federal laws, rules and regulations applicable to the contract issued pursuant to this *RFQ/P* and to the services performed hereunder.

**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY**  
**REQUEST FOR QUALIFICATIONS / PROPOSALS**  
for  
**URBAN ENTERPRISE ZONE PROGRAM ASSESSMENT CONSULTING SERVICES**  
(reference 2010-RFQ/P-040)

**ATTACHMENTS & EXHIBITS DETAIL**

**The ATTACHMENTS contained herein are for informational purposes and are provided to assist the Proposer in preparing its proposal response.**

**ATTACHMENTS:**

- |  |   |
|--|---|
| <b><i>Attachment A</i></b><br><b><i>Services /</i></b> | <b>Urban Enterprise Zone Program Assessment Consulting Services “Scope of Deliverables”</b> |
| <b><i>Attachment B</i></b>                             | <b><i>Request for Qualifications / Proposals Compliance Requirements</i></b>                |

**~ IMPORTANT ~**  
**The EXHIBITS contained herein represent various documents and forms which must be completed, signed and returned, as further indicated in the RFQ/P language.**

**EXHIBITS**

- |                  |  |
|------------------|--|
| <b>Exhibit A</b> | <b>Equal Employment Opportunity / Affirmative Action</b>   |
| <b>Exhibit B</b> | <b>“Employee Information Report” (form AA-302)</b>   |
| <b>Exhibit C</b> | <b>“Certificate of Employee Information Report”</b>  |
| <b>Exhibit D</b> | <b>“Letter of Federal Affirmative Action Plan Approval”</b>  |
| <b>Exhibit E</b> | <b>New Jersey “Business Registration Certificate”</b>  |
| <b>Exhibit F</b> | <b>NJ Department of Treasury - Division of Taxation - “Sales and Use Tax Act”<br/>(P.L. 1966, c.30; N.J.S.A. 54:32B- 1 et seq)</b> |
| <b>Exhibit G</b> | <b>“Source Disclosure Certification” form (P.L. 2005, c.92 and N.J.S.A. 52:34-13.2)</b>  |
| <b>Exhibit H</b> | <b>“Set Aside Information” form</b>  |
| <b>Exhibit I</b> | <b>“Set Aside Compliance Certificate”</b>  |
| <b>Exhibit J</b> | <b>“Monthly Status Report”</b>   |

- Exhibit K**                    ***“Two (2) Year Vendor Certification and Disclosure of Political Campaign Contributions” and “Ownership Disclosure” forms*** (P.L. 2005, c.51 and Executive Order 117 (Corzine))
- Exhibit L**                    **New Jersey Economic Development Authority Specimen Form of “*Contract for Professional Services*”**
- Exhibit M**                    ***“Acknowledgement of Receipt of Addenda / Questions & Answers”*** form
- Exhibit N**                    **New Jersey Economic Development Authority “*Solicitation of Quotations and Proposals Methodology*”**
- Exhibit O**                    ***“Procurement Approval Request”*** form
- Exhibit P**                    RESERVED; Not Applicable to this RFQ/P
- Exhibit Q**                    RESERVED; Not Applicable to this RFQ/P
- Exhibit R**                    ***“Fee Schedule”*** form (Mandatory - Sections 1 and 2A - M)

***ATTACHMENT A***

***URBAN ENTERPRISE ZONE PROGRAM ASSESSMENT  
CONSULTING SERVICES***

***SCOPE of SERVICES / DELIVERABLES***

**ATTACHMENT A**

**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY  
URBAN ENTERPRISE ZONE PROGRAM ASSESSMENT  
CONSULTING SERVICES**  
(reference 2010-RFQ/P-040)

**“SCOPE OF SERVICES / DELIVERABLES”**

**I. OBJECTIVES:**

In order to ensure that State funds are used in a manner that results in the greatest return of economic development benefit, Governor Christie in his “*Fiscal 2011 Budget-in-Brief*”, requested that the New Jersey Economic Development Authority review the structure of the Urban Enterprise Zone program, as well as perform an analysis to determine whether the UEZ concept is a viable tool for encouraging economic development.

**II. TASK SUMMARY:**

At a minimum, the Consultant Firm will be required to perform and provide the following:

- A.** Conduct a detailed evaluation of New Jersey’s Urban Enterprise Zone program to address and analyze each of the following. A written report (an original and two (2) copies, as well as one (1) electronic copy provided on CD ROM will be submitted and will address the:
- i. **Mission:** legislative purpose, historical summary of program investments, current practice by zones for investment strategies, current policy objectives, existing metrics that indicate success or failure in meeting the mission.
  - ii. **Fiscal Impact and Oversight:** actual use of funds, costs of administering the program by locals and state, fiduciary controls utilized by zone assistance corporations and municipalities, return on investment to the state, in the form of an economic impact analysis, use of funds for revolving loan pools and related underwriting controls, portfolio sustainability.
  - iii. **Best Practices in other states** and considering those, make recommendations for improvements,
  - iv. **Need for Replacement and / or Sunset,**
  - v. **best state agency to administer and / or be the responsible party** for the program,
  - vi. **Review of Zone Extension and Exit Criterion.**

The respondent firm should indicate its methodology (i.e. survey, regression, shift share analysis) to examine results and to estimate the effect of the program on unemployment, property values, poverty levels etc.

### **III. SCOPE OF WORK / DELIVERABLES:**

The “*Scope of Services / Deliverables*” consists of a **complete program evaluation that includes an executive summary, a detailed report on the current status and economic impact of the program, as well as recommendations for future of the program.** This engagement is comprehensive in scope; the Authority shall solely and completely rely on the experience and knowledge of the Consultant Firm to ensure a timely financial and economic analysis of New Jersey’s Urban Enterprise Program. During the term of the resulting contract and any extension thereto, **at a minimum, the Consultant Firm shall be required to:**

**1. create a plan / schedule to complete recommended evaluations.**

The completed assessment / plan **must** be presented to the Authority and Department of Community Affairs (DCA) review team for feedback and approval. The Consultant Firm must allow adequate time for revisions / additional information to be researched, analyzed and included in the final report.

**The final written assessment / plan report shall be submitted no later than Thursday, December 30, 2010 at or before 4:00 PM.**

**2. conduct a policy review of the Urban Enterprise Zone program,** and like business district improvement programs such as SIDs used within the Zones, which will analyze the impacts the program was intended to achieve at inception and determine if the program is achieving the results it was created to achieve. The review will include adherence to legislative purpose, historical summary of program investments, and current investment strategy practices by Zones, This review should also take into account current fiscal and urban policy considerations as determined by the interview process and determine if the program is meeting these needs.

**3. conduct an implementation / process evaluation of the program and provide recommendations to the DCA / EDA review team.**

This review should look at how the selected program is currently being implemented and make recommendations to make the process more efficient and / or align more closely with fiscal and policy intentions as determined by the interview process.

**4. determine value of metrics currently being collected and make recommendations for additional metrics.** This review should help the State determine the best data to measure future program results.

5. **Provide program assessment recommendations, which must include benchmarks against best practices used in other states**

#### **IV. PERFORMANCE TIMELINE / PROJECT SCHEDULE:**

The Urban Enterprise Zone Program Assessment Consulting Services required of the resulting contract will commence immediately upon the final execution of the contract. The Authority will contact the successful firm to schedule the initial project meeting. As indicated above, **all services and reporting required of and subject to this RFQ/P shall be submitted no later than Thursday, December 30, 2010 at or before 4:00 PM.**

#### **V. GENERAL REQUIREMENTS / ADDITIONAL WORK:**

The above represents a general outline of the “*Scope of Services / Deliverables*” which the Authority will require of the Consultant Firm.

It is understood that the Consultant Firm may be retained by the Authority, if in its sole discretion, it is determined that additional services are required and that such procurement is in the best interest of the New Jersey Economic Development Authority. In the event that the Authority requires similar program assessments during the term of the contract, and any extensions thereto, the Consultant Firm shall be required to provide such program assessment services for those additional programs of similar size and scope, at the same prices, terms and conditions as stated and accepted in its “*Fee Schedule*”. The Consultant Firm will be compensated for such additional services, based on the “*Maximum Not-to Exceed Program Assessment Fee*” and / or “*Hourly Rates*” submitted in its “*Fee Schedule*” in response to this solicitation. It is further understood that the Authority is under no obligation to solicit a proposal and / or retain the Consultant Firm on a sole source basis to provide any such additional services.

**By submitting an invoice to the Authority, the Consultant Firm represents that all payments due to its subconsultants / subcontractors have been made and that all relevant laws and regulations have been complied with.**

Should the Authority require one (1) or more additional program assessments for programs of similar size and scope, the Consultant Firm will respond with a confirmed estimate for the project-specific *Scope of Services*, based on its “*Fee Schedule*” provided in its proposal. **The cost estimate will include a “not-to-exceed amount” on each individual Scope of Services to be provided to the Authority, as well as indicate whether this is an initial or repeat presentation charge.** Once the Authority accepts the cost estimate, in writing, for a particular project, the work may begin. If the cost estimate for a particular project is rejected, the Consultant will be asked to amend or resubmit its cost proposal to meet the Authority’s needs. If the Authority rejects the Consultant’s cost estimate, for a given project, the Authority reserves the right, at its sole discretion, to negotiate the time and fees (i.e. the professional level / title of employee assigned to the project).

The project specific *Scopes of Services* will be based on what is outlined in the successful Proposer's proposal and is subject to the approval of the Authority's designated staff member. The positions / titles, hours to be dedicated and corresponding hourly rates for each project specific *Scope of Services* represents the Consultant's assessment of necessary personnel allocations. This assessment shall represent a firm dollar amount to perform the specified task / project. Once accepted and approved by the Authority, the Consultant is bound to this amount, unless and until the Consultant can satisfactorily justify the need for additional time / expenses to complete the project. Adjustments exceeding ten (10%) percent, shall not be considered. It is the Consultant's responsibility, based on its industry knowledge and expertise, to accurately assess the costs associated with managing and providing the required services. Conversely, if the Consultant finds that the services can be completed satisfactorily, at a lower cost than originally assessed, the Consultant is bound to pass that cost reduction through to the Authority. Any adjustments to hours or positions / titles (i.e. substituting a subcontractor or staff employee) are subject to the final approval of the Authority's designated staff member, in his / her sole discretion.

***ATTACHMENT B***

***COMPLIANCE REQUIREMENTS***

***of this RFQ/P***

## **COMPLIANCE:**

The following are compliance requirements with exhibits containing several forms, instructions and samples. Except for *Public Law 2005, c.51 Special Provisions – Political Campaign Contributions (Item E, below)*, and as required by law, **ALL COMPLIANCE FORMS MUST BE COMPLETED, SIGNED and RETURNED WITH THE PROPOSAL**, either as required by law or as expressly required by this RFQ/P. **FAILURE TO DO SO MAY RESULT IN REJECTION OF THE PROPOSAL.** (Forms for *P.L. 2005, c.51 “Special Provision – Political Campaign Contributions and Executive Order 117 (Corzine – 2008)”* must only be completed and returned by the successful Proposer after a selection has been made.)

### **A. EQUAL EMPLOYMENT OPPORTUNITY:**

Proposers are required to comply with the requirements of *P.L. 1975 C. 127 – N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.*, which are expressly included within the terms of this RFQ/P, refer to **Exhibit A**. Within ten (10) calendar days from the Authority issuing a “Conditional Notice of Award” or “Notice of Award”, the successful Proposer, as well as any joint venture partners, subcontractors or subconsultant firms must either complete and submit an “AA302 Employee Information Report” form, a sample of which is attached as **Exhibit B**, or submit a valid “Certificate of Employee Information Report”, a sample of which is attached as **Exhibit C**, or a valid “Letter of Federal Affirmative Action Plan Approval”, a sample of which is attached as **Exhibit D**.

### **B. BUSINESS REGISTRATION- Public Law 2009, chapter 315: :**

**BUSINESS REGISTRATION- Public Law 2001, chapter 134; Public Law 2004, chapter 57; and Public Law 2009, chapter 315:**

Each entity responding to this RFQ/P must be registered with the New Jersey Department of Taxation – Division of Revenue and obtain a “Business Registration Certificate” (“BRC”), prior to entering into a contract with the New Jersey Economic Development Authority (“Authority”). All New Jersey and out-of-State business organizations must obtain a “BRC”, prior to conducting business with the New Jersey Economic Development Authority. Proposers and any joint venture partners submitting a proposal are strongly encouraged to submit their “Business Registration Certificate(s)”, as well as the “Business Registration Certificate” for any named subcontractors with the proposal. The successful Proposer is required to ensure that it, each joint venture partner and all subcontractors possess a valid “Business Registration Certificate” throughout the term of the contract and any extensions thereto.

A sample “Business Registration Certificate” is attached to this RFQ/P, as **Exhibit E**.

The Authority cannot award a contract unless a valid “Business Registration Certificate” is obtained for each entity, as required by law. In the event the Proposer, joint venture partners and / or any named subcontractors are unable to provide evidence of possessing

a valid “*Business Registration Certificate*” prior to the award of a contract; the proposal may be deemed materially non-responsive

During the term of the contract and any extensions thereto, and prior to performing any work against said contract, the successful Proposer must obtain and submit to the Authority, proof of a valid “*BRC*” registration for any subcontractor who will perform work against the resulting contract. Upon notification from the Authority of intent to award a contract, the successful Proposer must provide written notice to all its intended subcontractors, if applicable, that they are required to submit a copy of their “*Business Registration Certificate*” to the Contractor. The Contractor shall maintain and submit to the Authority a list of subcontractors and their current addresses, updated as necessary, during the course of the contract performance. No subcontract shall be entered into with a subcontractor for work under this contract, unless the subcontractor first provides to the Contractor, proof of the subcontractor’s valid “*BRC*” registration.

As required by law, the Authority cannot award a contract to any Proposer or joint venture partners, which does not possess a valid “*Business Registration Certificate*”.

The business registration form (Form NJ-REG) can be found online at

<http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>.

Proposers may go to [www.nj.gov/njbgs](http://www.nj.gov/njbgs) to register with the Division of Revenue or to obtain a copy of an existing “*Business Registration Certificate*”.

**INDIVIDUALS**, who may be responding to this *RFQ/P*, or who may perform work against the contract as a subcontractor **MUST** also possess a valid “*Business Registration Certificate*”. The individual must complete and sign form “*NJ-REG-A*” (Rev 12/06) and submit it to the Department of Treasury. Evidence of registration with the Department of Treasury – Client Registration Bureau should be submitted with the bid proposal.

The “*NJ-REG-A*” form may be found at the Department of Treasury’s website:

[http://www.state.nj.us/treasury/revenue/pdf/forms/reg\\_a.pdf](http://www.state.nj.us/treasury/revenue/pdf/forms/reg_a.pdf)

The contractor and any subcontractor / subconsultant providing goods or performing services under this contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the “*Sales and Use Tax Act*”, *P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.)* on all their sales of tangible personal property delivered into the State (reference **Exhibit F**).

**C. SOURCE DISCLOSURE - Public Law 2005, c.92 and - N.J.S.A. 52:34-13.2:**

In compliance with *Public Law 2005, c.92* and **N.J.S.A. 52:34-13**, each entity submitting a response to this *RFQ/P* is required to indicate on the attached “*Source Disclosure Certification*” form, attached as **Exhibit G** the location **by country** where services rendered pursuant to this *RFQ/P* will be performed.

Failure to submit a completed and signed “*Source Disclosure Certification*” form with a bid proposal may render the bid materially non-responsive.

**D. EXECUTIVE ORDER 34 (2006) COMPLIANCE:**

In accordance with *Executive Order 34 (2006)*, the Authority encourages the use of Minority-Owned Business Enterprises (MBEs) and Woman-Owned Business Enterprises (WBEs) entities and MBE and WBE subcontractor and / or subconsultant firms.

**E. SET ASIDE:**

In accordance with the requirements of N.J.A.C. 17:13 and N.J.A.C. 17:14, as amended, the Authority is required to develop a set-aside business plan for Small Business Enterprises (SBEs). The Authority encourages the participation of SBE firms as certified by the Department of Treasury, Division of Minority and Women Business Development for the services subject to this RFQ/P. Information regarding SBE certification can be obtained by contacting the Office of Business Services at (609) 292-2246 or at their offices at 33 West State Street, P.O. Box 820, Trenton, NJ 08625-0820 or on-line, via the State's Business website at:

<http://www.newjerseybusiness.gov>

It is the Authority's goal to award twenty-five (25%) percent of the dollar value of its contract to eligible small businesses whose principal place of business is New Jersey, is independently owned and operated, has no more than one hundred (100) full-time employees, and whose gross revenues do not exceed \$12 million dollars or the applicable annual revenue standards set forth in *13 CFR 121.201*, incorporated herein by reference and as may be adjusted periodically, whichever is higher, and satisfies any additional eligibility standards under this chapter.

(reference [www.sba.gov/tools/resource/library/laws.and.regulations/index.html](http://www.sba.gov/tools/resource/library/laws.and.regulations/index.html)),

(NAICS Codes can be obtained at [www.census.gov/epcd/www/naics.html](http://www.census.gov/epcd/www/naics.html))

**FOR GOODS AND SERVICES:**

It is the Authority's goal to award:

1. Ten (10%) percent of its contracts to eligible small businesses whose principal place of business is New Jersey, is independently owned and operated, has no more than 100 full-time employees, and whose gross revenues do not exceed **\$500,000**;
2. Fifteen (15%) percent of its contracts to eligible small businesses whose principal place of business is New Jersey, is independently owned and operated has no more than 100 full-time employees, and whose gross revenues do not exceed **\$12 million dollars** or the applicable federal revenue standards established at *13 CFR 121.201* incorporated herein by reference, whichever is higher.

Therefore, all Proposers, joint venture partners and any named subcontractors and / or subconsultant firms should complete the attached "Set Aside Information Form" (**Exhibit H**) and submit it with the proposal.

**In addition, all Proposers MUST complete and submit the attached "Set Aside Compliance Certificate" (Exhibit I) with the proposal. The "Set Aside Compliance Certificate" is considered a mandatory requirement to be completed and included as part of the proposal submission.**

**Failure to complete and submit the "Set Aside Compliance Certificate " will be a sufficient basis to deem the Proposer's proposal non-responsive and therefore subject to mandatory rejection.**

The Proposer's "Set Aside Compliance Certificate" will convey information in sufficient detail to permit the Authority to effectively assess the Proposer's plan for attaining the specified set-aside goal or documenting the Proposer's good faith effort to meet the set-aside goal.

On a monthly basis, the successful Proposer must submit a "Monthly Status Report" (**Exhibit J**), with its invoice. Invoices will not be processed unless accompanied by the "Monthly Status Report".

**F. SPECIAL PROVISIONS – POLITICAL CAMPAIGN CONTRIBUTIONS - Public Law 2005, chapter 51:**

On March 22, 2005, Acting Governor Codey signed into law *P.L. 2005, c. 51*, amending and supplementing *N.J.S.A. 19:44A-20.1 et seq.* This legislation supersedes *Executive Order 134 (2004) ("EO 134")*, but essentially codified its substantive provisions aimed at safeguarding the integrity of State government procurement by imposing restrictions to insulate that process from political contributions posing the risk of improper influence, purchase of access, or the appearance thereof. As set forth in detail below, a selected entity will be required to respond in a timely fashion to certification and disclosure requirements that will be issued by the Authority. Under *N.J.S.A. 19:44A-20.24*, the terms and conditions set forth in this section are material terms of the *RFQ/P* and contract.

**(1) Definitions.** For purposes of this section, the following shall be defined as follows:

- i. "Contributions" means a contribution reportable by the recipient under the *New Jersey Campaign Contributions and Expenditures Reporting Act, P.L. 1973, c. 83 (N.J.S.A. 19:44A-1 et seq.)*, and implementing regulations set forth at *N.J.A.C. 19-25-7 and N.J.A.C. 19:25-10.1 et seq.* a contribution made to a legislative leadership committee, a contribution made to a municipal political party committee or a contribution made to a candidate committee or election fund of any candidate for or holder of the office of Lieutenant Governor. Currently, contributions in excess of \$300 during a reporting period are deemed "reportable" under these laws. The provisions of *P.L. 2005, c. 51* **shall apply only to contributions made on or after October 15, 2004.**

- ii. **“Business Entity”** means a for-profit entity as follows:
    - A. in the case of a corporation: the corporation, any officer of the corporation, and any person or business entity that owns or controls 10% or more of the stock of corporation;
    - B. in the case of a general partnership: the partnership and any partner;
    - C. in the case of a limited partnership: the limited partnership and any partner;
    - D. in the case of a professional corporation: the professional corporation any shareholder or officer;
    - E. in the case of a limited liability company: the limited liability company and any member;
    - F. in the case of a limited liability partnership: the limited liability partnership and any partner;
    - G. in the case of a sole proprietorship: the proprietor; and
    - H. in the case of any other form of entity organized under the laws of this State or other state or foreign jurisdiction: the entity and any principal, officer, or partner thereof;
    - I. any subsidiary directly or indirectly controlled by the business entity;
  - iii. any political organization organized under section 527 of the Internal Revenue Code is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and
  - iv. with respect to an individual who is included within the definition of business entity the individual’s spouse or civil union partner, and any child residing with the individual, provided, however, that, this Order shall not apply to a contribution made by such spouse, civil union partner, or child to a candidate for whom the contributor is entitled to vote or to a political party committee within whose jurisdiction the contributor resides unless such contribution is in violation of *section 9 of P.L. 2005, c. 51 (C.19:44A-20.1 et seq.) (“Chapter 51”)*.
- c) *PL 2005, c.51 – means Public Law 2005, chapter 51 (C. 19:44A-20.13 through C. 19:44A-20.25, inclusive) as expanded by Executive Order 117 (Gov. Corzine, September 24, 2008).*
- (2) **Prohibited Conduct.** The Authority shall not enter into a contract valued at more than \$17,500 for goods or services with any Business Entity, if the Business Entity solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for a holder of the public office of Governor, or to any State or county political party committee on or after October 15, 2004.
- (3) **Certification and Disclosure Requirements:**
- (i) **Requirements for Selected Entity.** The selected entity ***shall receive notification that*** will, among other things, notify the entity that it must submit a ***“Two (2) Year Vendor Certification and Disclosure of Political***

**Contributions**” form and **Ownership Disclosure**” form as provided by the Authority, samples of which are set forth in **Exhibit K** to this RFQ/P.

Instructions for completing the forms are also included with **Exhibit I**. Failure to submit these forms in a timely fashion shall be cause for rejection of the entity. Proposers are not required to *include the P.L. 2005, c. 51 forms as part of the Proposal submission*. Only the selected entity will need to complete and submit these forms. Selected entity will be notified by the Authority at the appropriate time.

- (ii) **Consultant Firm’s Continuing Obligation to Comply with P.L. 2005, c. 51.** The selected entity shall be required on a continuing basis to disclose and report to the Authority any contributions made during the contract term by the Business Entity on forms provided by the Authority, at the time it makes the contribution.
  
- (4) **State Treasurer Review.** Prior to the award of the contract, the State Treasurer or his designee shall review the Disclosures submitted by the apparent successful entity, as well as, any other pertinent information concerning the contributions or reports thereof. This review will also take place on a continuing basis during the term of the contract. If the State Treasurer determines that any contribution or action of the contractor constitutes a breach of contract pursuant to this section, or presents a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of this or any future contract.
  
- (5) **Breach of Contract.** It shall be a breach of the terms of the contract for the Business Entity to: (I) make or solicit a contribution in violation of *P.L. 2005, c. 51*, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or Consultant Firm with the intent or understanding that such lobbyist or Consultant Firm would make or solicit any contribution, which if made or solicited by the Business Entity itself would subject that entity to the restrictions of *P.L. 2005, c. 51*; (vi) fund contributions made by third parties including Consultant Firm s, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of *P.L. 2005, c. 51*; or (viii) directly or indirectly through or by any other person or means, do any action which would subject that entity to the restrictions of *P.L. 2005, c. 51*.
  
- (6) **Contract Provisions.** Political Campaign Contribution provisions will be included in and be a part of the contract that the selected entity will be required to sign.

**Respondent Firms are encouraged to complete and submit all remaining compliance documentation, as specified in this section, “Compliance” with the bid proposal.**

While only the successful Proposer is required to complete and submit *Public Law 2005, c.51* and *Executive Order 117 (Corzine - 2008)*, “Two (2) Year Vendor Certification and Disclosure of Political Contributions” and “Ownership Disclosure” forms, all Respondents are asked to submit this documentation with the proposal submission.

**NOTE: Proposers are cautioned that all compliance documents, as required by law, MUST be fully completed, signed and submitted WITH the bid proposal. DO NOT LEAVE A COMPLIANCE DOCUMENT BLANK / INCOMPLETE.**

If you believe a particular compliance document is not applicable to your firm, you are encouraged to submit a question during the “Questions” period, specified in this RFQ/P. If the document does not apply to your company (i.e. the “Set-Aside Information” form (Exhibit H); complete all bid information (i.e. number & RFQ/P title, etc.), mark those areas that are not applicable, with the abbreviation “N/A”, sign and return the document with the proposal submission. Failure to do so may result in rejection of the proposal.

**~ IMPORTANT NOTICE regarding COMPLIANCE, INSURANCE  
and CERTIFICATIONS / LICENSING REQUIREMENTS ~**

Proposers should note that **it is the successful Proposer’s / Vendor’s responsibility to maintain in good order, valid and up-to-date compliance** (i.e. *BRC, P.L. 2005, c.51 Political Contributions and Ownership Disclosure, Affirmative Action (i.e. Certificate of Employee Information Report)*, etc.), **insurance and professional certifications / licenses** (if applicable) required of this RFQ/P and the resulting contract, throughout the term of the contract and any extensions thereto.

**Failure to do so may be cause for immediate cancellation of the contract.**

**IMPORTANT:**

**Due to the limited term of the resulting contract, and due to the need to provide these services in an expedited manner, Proposers are requested to submit ALL compliance documents with the proposal.**

EXHIBIT L

**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY  
CONTRACT FOR PROFESSIONAL SERVICES  
URBAN ENTERPRISE ZONE PROGRAM ASSESSMENT CONSULTING SERVICES**

**AGREEMENT** made this \_\_\_ day of \_\_\_\_\_, 2010, by and between the NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY (the "Authority or NJEDA"), having its address at 36 West State Street, P.O. Box 990, Trenton, New Jersey 08625-0990, and \_\_\_\_\_ (the "Vendor"), having its address at \_\_\_\_\_.

The Authority and the Vendor agree as follows:

1. **The Work.** The Vendor shall perform or shall provide the services as specifically detailed in the Vendor's Proposal, dated \_\_\_\_\_, 2010 (and as clarified in the Vendor's revised Proposal dated \_\_\_\_\_, and \_\_\_\_\_, 2010) and the Authority's Request for Proposal ("RFQ/P"), dated \_\_\_\_\_ 2010, which are attached hereto and made a part of this Contract.
2. **Time.** The Vendor shall render the services described in the Vendor's Proposal and RFQ/P as requested by the Authority and generally pursuant to the Fee Schedule included therein.

The term of this Contract will expire on December 30, 2010, unless otherwise amended by the Authority, in its sole discretion. Any extension shall be in accordance with the same prices, terms and conditions.

Notwithstanding the expiration or termination of this agreement, the Authority reserves the right in its sole discretion to extend this agreement on a month-to-month basis beyond expiration or

termination until a replacement contract for Urban Enterprise Zone Program Assessment Consulting Services is entered into by the Authority.

3. **Contract Price.** The Authority shall pay the Vendor for the performance of the Work on a time and expense basis as per the Hourly Rate Fee Schedule set forth in the Vendor's Proposal. The total annual Contract Price shall not exceed \_\_\_\_\_ Thousand (\$\_\_\_\_,000.00) Dollars per year unless an increase is approved in writing by the Authority. The Authority may require services in addition to those agreed to in the *RFQ/P* and the Proposal. Compensation to the Vendor for additional services shall be in accordance with the *Hourly Rates Fee Schedule (reference Exhibit R – Section 2A-M)* as set forth in Vendor's Proposal; or if not specified in Vendor's Proposal, then reasonable and customary amounts as negotiated by the Authority.

4. **Ownership and Use of Documents.** All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and / or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the Authority and shall be delivered to the Authority upon thirty (30) days notice by the Authority. Regarding software computer programs and / or source codes developed for the Authority, the work shall be considered "work for hire," that is, the Authority, not the Vendor or subcontractor, shall have full and complete ownership of all software computer programs and / or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Agreement, the Vendor or subcontractor hereby assigns to the Authority all right, title and interest in and to any such

material, and the Authority shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

In the event the Vendor's proposal identifies bringing pre-existing intellectual property into a project, the background intellectual property ("Background Intellectual Property") owned by the Vendor on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the Vendor. This contract, grants to the Authority, a non-exclusive, perpetual royalty-free license to use any of the Vendor's Background IP delivered to the Authority for the purposes contemplated by the contract and any extensions thereto.

5. **Manner of Payment.** On a monthly basis, no later than the 15<sup>th</sup> of each month, the Vendor shall submit to the Division an original invoice, a weekly timesheet for Vendor's employees and subcontractors, a completed "Monthly Status Report", original invoices for any approved costs for which the Vendor expects to be reimbursed and any other documentation, as may be required by the Authority to process payment. The Authority will make prompt payment to the Vendor, following receipt of and approval of the documentation. No project multipliers shall be used in billings submitted under this Contract, as set forth in the proposal. The Vendor must submit a "Monthly Status Report" to the Authority. Invoices will not be processed unless accompanied by the "Monthly Status Report".

6. **Indemnification.** The Vendor shall defend, indemnify, protect and hold harmless the Authority, and its officers, agents, servants and employees from and against any and all suits, claims, demands, losses or damages of any kind arising out of or claimed to arise out of any act, error, or omission on the part of the Vendor, its officers, agents, servants, employees and subcontractors in the performance of services under this Contract. The Vendor shall, at its own expense, appear, defend and pay all charges for attorneys and all costs and other expenses arising from such suit or claim or incurred in connection therewith. If any judgment shall be rendered against the Authority or its officers, agents, servants, and employees for which

indemnification is provided under this Section 6, the Vendor shall, at its own expense, satisfy and discharge the same.

The Vendor shall be liable to the Authority for any reasonable costs incurred by the Authority to correct, modify, or redesign any technical information, reports, findings, analyses, surveys or drawings generated or produced by Vendor or any Work performed by the Vendor or its subcontractor that is found to be defective or not in accordance with the provisions of the Contract as a result of any negligent act, error, or omission on the part of the Vendor, its officers, agents, servants, employees and subcontractors. The Vendor shall be given a reasonable opportunity to correct any deficiency.

The indemnification obligation set forth in Section 6 is not limited in any way by the insurance coverage required pursuant to Section 7 of this Contract and shall survive the terms of this contract.

7. **Insurance.** The Vendor shall procure and maintain, at its own expense, liability insurance for damages of the kinds and in the amounts hereinafter provided, from insurance companies licensed, admitted and approved to do business in the State of New Jersey. The Vendor shall obtain this coverage from A VII or better - rated companies as determined by A.M. Best Company. All liability insurance policies shall afford coverage on an occurrence rather than claims made basis with the exception of the professional liability coverage. The types and minimum amounts of insurance required are as follows:

(a) **Commercial General Liability Insurance.**

The minimum limits of liability for this insurance shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate and cover liability based on property damage, death and bodily injury.

The Commercial General Liability Insurance policy shall name the Authority and as additional insured. The coverage to be provided under this policy shall be at least as broad as the standard, basic, unamended and unendorsed commercial general liability policy and shall include contractual liability coverage.

(b) Workers' Compensation and Employers' Liability.

Workers' Compensation Insurance shall be provided in accordance with the requirements of the laws of this State and shall include an endorsement to extend coverage to any State, which may be interpreted to have legal jurisdiction. Employers' Liability Insurance shall also be provided in an amount acceptable to the Authority.

(c) Professional Liability Insurance.

The Vendor shall carry Errors and Omissions and / or Professional Liability Insurance sufficient to protect the Vendor from any liability arising out of professional obligations performed pursuant to this Contract. The insurance shall be in the amount of \$1,000,000 each claim and in such policy form as shall be approved by the Authority.

ACORD Certificates of Insurance acceptable to the Authority in respect to each of the aforementioned policies shall be filed with the Authority prior to commencement of Work. These Certificates shall contain a provision that coverages afforded under the policies shall not be reduced or canceled unless at least thirty (30) days prior written notice has been given to the Authority. The Vendor shall notify the Authority within forty-eight (48) hours of any changes or cancellations to policies affecting the Authority.

8. **Termination.** The Authority shall have the right without cause and in its complete discretion to terminate the Contract at any time upon seven (7) days' advance written notice to the Vendor. In such event, absent a default on the part of the Vendor, the Vendor shall be entitled to compensation for all services properly provided to the Authority pursuant to the Contract prior to such termination.

In addition to other remedies available under law to the non-defaulting party, this Contract may be terminated by either party upon seven (7) days' advance written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

9. **Confidential Information of the Authority.** In connection with performing the Work, the Vendor, its employees and subcontractors may receive, review and become aware of proprietary, personnel, commercial, marketing and financial information of the Authority, its employees, members, borrowers or business associates that is confidential and / or proprietary in nature (“Confidential Information”). The Vendor agrees that the use and handling of Confidential Information by the Vendor, its employees and subcontractors, shall be done in a responsible manner and solely for furtherance of the Work. Other than to its employees and subcontractors who have a need to know Confidential Information in connection with performance of the Work, the Vendor agrees not to disclose any Confidential Information, without the prior written consent of the Authority. The Vendor shall be responsible to assure that its employees and subcontractors do not disclose any Confidential Information without the prior written consent of the Authority. The Vendor shall inform each of its employees and subcontractors that receives any Confidential Information of the requirements of this Section 9 of the Contract and shall require each such employees and subcontractors to comply with such requirements.

Notwithstanding the foregoing, the term Confidential Information shall not include information which: (i) is already known to the Vendor, its employees and subcontractors from sources other than the Authority; (ii) is or becomes generally available to the public other than as a result of a disclosure by the Vendor or its employees; or (iii) is required to be disclosed by law or by regulatory or judicial process.

Pursuant to *Section 6 Indemnification* of the Contract, the Vendor shall indemnify and hold the Authority, its employees and members harmless for any breach of *Section 9* “Confidential Information of the Authority”, by the Vendor or its employees.

10. **Debarment Liability.** The Vendor acknowledges that it shall be rendered liable to debarment in the public interest, pursuant to procedures established by Executive Order No. 34 (1976), and updated by Executive Order No. 189 (1988), and pursuant to N.J.A.C. 19:30-2, for violating any of the following provisions:

- a. No Vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any Authority officer or employee or special Authority officer or employee, as defined by N.J.S.A. 52:13D-13(b) and (e), with which such Vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13(i), of any such officer or employee, or any partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13(g).
- b. The solicitation of any fee, commission, compensation, gift, gratuity, or other thing of value by any Authority officer or employee or special Authority officer or employee from any Authority Vendor shall be reported in writing forthwith by the Vendor to the Attorney General of New Jersey and the Executive Commission on Ethical Standards.
- c. No Vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Vendor to, any Authority officer or employee or special Authority officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to the Authority, or with any person, firm or entity with which he or she is employed or associated or in which he or she has an interest within the meaning of N.J.S.A. 52:13D-13(g). Any relationships subject to this subsection shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the Authority officer or employee or special Authority officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No Vendor shall influence, or attempt to influence or cause to be influenced, any Authority officer or employee or special Authority officer or employee in his or her official capacity in

any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

- e. No Vendor shall cause or influence, or attempt to cause or influence, any Authority officer or employee or special Authority officer or employee to use, or attempt to use, his or her official position to secure unwarranted privileges or advantages for the Vendor or any other person.

11. **Time for Completion and Damages.** The time for beginning and the time for completion of the Work are essential conditions of the Contract, and the Work embraced shall be commenced on the date of the “Notice to Proceed”.

The Vendor shall proceed with the Work at such rate of progress to insure full completion as set forth in the *RFQ/P* and the Vendor’s Proposal.

For reasons within the Vendor's control, if the Vendor shall fail to complete the Work, or shall be responsible for a delay which results in the failure to complete the Work within the time specified, or extension of time granted by the Authority, then the Vendor will pay the Authority an amount sufficient to compensate the Authority for its damages incurred as a result of such failure to complete.

12. **Contractual Liability Act.** Notwithstanding any provision in this Contract or in the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., to the contrary, the parties hereto agree that any and all claims made by the Vendor against the State of New Jersey and / or the Authority for damages, including, but not limited to costs and expenses, shall be governed by and subject to the provisions of the New Jersey Contractual Liability Act.

13. **Political Campaign Contributions.**

13.1 For the purpose of this Section 13, the following shall be defined as follows:

a) “Contribution” means a contribution reportable as a recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act” (P.L. 1973, c. 83 (C.10:44A-1 et seq.)), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq.,

a contribution made to a legislative leadership committee, a contribution made to a municipal political party committee or a contribution made to a candidate committee or election fund of any candidate for or holder of the office of Lieutenant Governor. Currently, contributions in excess of \$300 during a reporting period are deemed “reportable” under these laws.

b) “Business Entity” - means:

i. a for-profit entity as follows:

- A. in the case of a corporation: the corporation, any officer of the corporation, and any person or business entity that owns or controls 10% or more of the stock of corporation;
- B. in the case of a general partnership: the partnership and any partner;
- C. in the case of a limited partnership: the limited partnership and any partner;
- D. in the case of a professional corporation: the professional corporation any shareholder or officer;
- E. in the case of a limited liability company: the limited liability company and any member;
- F. in the case of a limited liability partnership: the limited liability partnership and any partner;
- G. in the case of a sole proprietorship: the proprietor; and
- H. in the case of any other form of entity organized under the laws of this State or other state or foreign jurisdiction: the entity and any principal, officer, or partner thereof;

ii. any subsidiary directly or indirectly controlled by the business entity;

iii. any political organization organized under section 527 of the Internal Revenue Code is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and

iv. with respect to an individual who is included within the definition of business entity the individual’s spouse or civil union partner, and any child residing with the individual, provided, however, that, this Order shall not apply to a contribution made by such spouse, civil union partner, or child to a candidate for whom the contributor is entitled to vote or to a political party committee within whose jurisdiction the contributor resides unless such contribution is in violation of section 9 of P.L. 2005, c. 51 (C.19:44A-20.1 et seq.) (“Chapter 51”).

c) “PL 2005, c.51” – means Public Law 2005, chapter 51 (C. 19:44A-20.13 through C. 19:44A-20.25, inclusive) as expanded by Executive Order 117 (Gov. Corzine, September 24, 2008).

13.2 The terms, restrictions, requirements and prohibitions set forth in P.L. 2005, c. 51 are incorporated into this Agreement by reference as material terms of this Agreement with the same force and effect as if P.L. 2005, c. 51 were stated herein its entirety. Compliance with P.L. 2005, c. 51 by Vendor shall be a material term of this Agreement.

13.3 Vendor hereby certifies to the Authority that commencing on and after October 15, 2004, Vendor (and each of its principals, subsidiaries and political organizations included within the definition of Business Entity) has not solicited or made any Contribution of money, pledge of Contribution, including in-kind Contributions, that would bar a contract agreement between Vendor and the Authority pursuant to P.L. 2005, c. 51. Vendor hereby further certifies to the Authority that any and all certifications and disclosures delivered to the Authority by Vendor (and each of its principals, subsidiaries and political organizations included within the definition of Business Entity) are accurate, complete and reliable. The certifications made herein are intended to and shall be a material term of this Agreement and if the Treasurer of the State of New Jersey determines that any Contribution has been made in violation of P.L. 2005, c. 51, the Authority shall have the right to declare this Agreement to be in default.

13.4 Vendor hereby covenants that Vendor (and each of its principals, subsidiaries and political organizations included within the definition of Business Entity) shall not knowingly solicit or make any contributions of money, or pledge of a contribution, including in-kind contributions, to a candidate committee or election fund of any candidate or holder of the public office of Governor of New Jersey or to any New Jersey state or county political party committee prior to the expiration or earlier termination of this Agreement. The provisions of this Paragraph 13.4 are intended to and shall be a material term of this Agreement and if the Treasurer of the State of New Jersey determines that any Contribution has been made by Vendor (and each of its principals,

subsidiaries and political organizations included within the definition of Business Entity) in violation of P.L. 2005, c. 51, the Authority shall have the right to declare this Agreement to be in default.

13.5 In addition to any other Event of Default specified in the Contract Documents, the Authority shall have the right to declare an event of default under this Agreement if: (i) Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) makes or solicits a Contribution in violation of P.L. 2005, c. 51, (ii) Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) knowingly conceals or misrepresents a Contribution given or received; (iii) Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) makes or solicits Contributions through intermediaries for the purpose of concealing or misrepresenting the source of the Contribution; (iv) Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) makes or solicits any Contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) engages or employs a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any Contribution, which if made or solicited by Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) directly would violate the restrictions of P.L. 2005, c. 51; (vi) Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) funds Contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) engages in any exchange of Contributions to circumvent the intent of P.L. 2005, c. 51; (viii) Vendor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) directly or indirectly through or by any other person or means, does any act which

would violate the restrictions of P.L. 2005, c. 51; or (ix) any material misrepresentation exists in any Political Campaign Contribution Certification and Disclosure which was delivered by Vendor to the Authority in connection with this Agreement.

**13.6** Vendor hereby acknowledges and agrees that pursuant to P.L. 2005, c. 51, Vendor shall have a continuing obligation to report to the Office of the State Treasurer, Political Campaign Contribution Review Unit of any Contributions it makes during the term of this Agreement. If after the effective date of this Agreement and before the entire Contract Price is paid by the Authority, any Contribution is made by Vendor and the Treasurer of the State of New Jersey determines such Contribution to be a conflict of interest in violation of P.L. 2005, c. 51, the Authority shall have the right to declare this Agreement to be in default.

**14. General Conditions.**

A. The Work shall be performed in a professional manner, in accordance with the standards generally expected or required within the profession and the Work shall also be performed in accordance with all applicable state, federal and local laws, rules, regulations and ordinances.

B. The Vendor shall provide such reports, certificates, and documents as the Authority may reasonably require.

C. The Vendor shall provide to the Authority, at Vendor's expense, copies of all drawings, plans, cost estimates, design analyses, reports, and / or other documents required for the Project.

D. If the Authority or Vendor observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with any of the Contract Documents, prompt written notice thereof shall be given by the party discovering the defect to the other.

E. The Authority shall furnish all information available to the Authority, and reasonably required for the performance of the Work and shall render approvals and decisions as expeditiously as possible for the orderly progress of the Vendor's services and of the Work.

F. The Vendor shall comply with the affirmative action requirements set forth in the Law Against Discrimination, N.J.S.A. 10:5-31 et seq., and the regulations promulgated thereunder by the State Department of Treasury.

G. The Vendor is required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq., which are expressly included within the terms of this Contract, reference “*Exhibit A*” annexed hereto and made a part hereof.

H. In accordance with Public Law 2004, Chapter 57, a subcontractor shall provide a copy of its business registration to any Vendor who shall forward it to the NJEDA. No contract with a subconsultant shall be entered into by any Vendor unless the subconsultant first provides proof of valid business registrations. The Vendor shall provide written notice to all subconsultants that they are required to submit a copy of their business registration to the Vendor. The Vendor shall maintain a list of the names of any subconsultants and their current addresses, updated as necessary during the course of the contract performance. The Vendor shall submit to the NJEDA a copy of the list of subconsultants, updated as necessary during the course of performance of the contract. The Vendor shall submit a complete and accurate list of the subconsultants to the NJEDA before a request for final payment is made to the NJEDA. The Vendor and any subconsultant providing goods or performing services under this contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the “Sales and Use Tax Act”, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State, refer to “*Exhibit B*”.

I. In accordance with the requirements of N.J.S.A. 52:32-17 et seq., N.J.A.C. 12A:10-1.2 et seq., N.J.A.C. 12A:10A-1.2 et seq., N.J.A.C. 17:13-1.2 et seq., and N.J.A.C. 17:14-1.2 et seq., as amended, the Authority is required to develop a set-aside plan for Small Businesses. The Vendor agrees that, if awarded a contract based on this plan, it shall comply with all requirements

of these provisions. If the Vendor fails to comply with the requirements of these provisions, the Authority may declare this Contract void.

J. The Vendor shall comply with the Subcontractor Participation Goals in accordance with Public Law 2009, chapter 335 and as amended.

K. Pursuant to N.J.S.A. 52:34-13.2, all Work and all subcontractor services performed in connection with or as part of the Work shall be performed within the United States.

L. The Vendor shall not disclose to any third party the contents of the information, reports, findings, analysis, surveys, drawings and creative elements generated or produced in performance of this Contract, or provide copies of same, without the prior written consent of the Authority, except where such information, reports, etc. are legally required by order of court or administrative agency, state or federal.

M. The Authority and the Vendor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party of this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract. Neither the Authority nor the Vendor shall assign, sublet, or transfer any interest in this Contract without the prior written consent of the other party.

N. Any notices required to be given under this Contract shall be mailed to:

New Jersey Economic Development Authority  
P.O. Box 990  
Trenton, New Jersey 08625-0990  
Attn: Maureen Hassett – Sr. Vice President – Governance and Public Information

and

**Insert Consultant Firm Information**

O. To the extent that there is any conflict between the terms and conditions of the Vendor's Proposal and the terms and conditions of the Contract and the Authority's *RFQ/P*, the Contract and *RFQ/P* shall control.

P. This Contract shall be construed under the laws of the State of New Jersey.

Q. The headings of the various paragraphs of this Contract are inserted for the convenience of reference only, and in no way define, describe or limit the scope or intent of this Contract or any of the provisions hereof, and shall not affect the interpretation of this Contract or any of the provisions hereof.

R. This Contract shall be construed without any presumptions against the drafter and shall be considered as though it were drafted cooperatively by both parties.

S. In the event that any portion of this Contract is found to be contrary to law and unenforceable; the validity of remaining covenants, agreements, terms and provisions contained in this Contract, shall be in no way affected, prejudiced or disturbed thereby.

T. This Contract constitutes the entire agreement between the parties. Any changes or amendments to the Contract must be in writing and signed by the Vendor and an authorized representative of the Authority.

U The parties hereto represent that they have the proper authority to sign on behalf of the entities entering this Contract and they fully intend for the Authority and Vendor to be legally bound.

This Contract for Professional Services – Urban Enterprise Zone Program Assessment Consulting Services is entered into as of the day and year first written above.

ATTEST:

NEW JERSEY ECONOMIC  
DEVELOPMENT AUTHORITY

\_\_\_\_\_  
Maureen Hassett  
Sr. Vice President - Governance  
& Public Information

By:

\_\_\_\_\_  
Caren S. Franzini  
Chief Executive Officer

ATTEST:

By: \_\_\_\_\_

## **EXHIBIT A**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27 et seq.**

#### **GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not 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 by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.** as amended and supplemented from time to time and the *Americans with Disabilities Act*.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or good faith efforts to meet targeted county employment goals determined by the Division, pursuant to **N.J.A.C. 17:27-5.2**.

**EXHIBIT A** (Continued)

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

*Letter of Federal Affirmative Action Plan Approval*  
*Certificate of Employee Information Report*  
*Employee Information Report Form AA302*

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**

## **EXHIBIT B**

### **Business Registration Notice:**

All New Jersey and out-of-State business organizations must obtain a “*Business Registration Certificate*” (“*BRC*”) from the Department of the Treasury - Division of Revenue, prior to conducting business with the New Jersey Economic Development Authority (“*Authority*”). Proof of valid “*Business Registration*” of the successful bidder, joint venture partners and named subcontractors must be obtained by the Authority before a contract can be awarded. Failure to submit such “*Business Registration Certificate(s)*” may render the proposal materially non-responsive. The “*Business Registration*” form (*Form NJ-REG*) can be found online at:

<http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>.

### **Definitions:**

“*Affiliate*” means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. An entity controls another entity if it owns, directly or individually, more than fifty (50%) percent of the ownership in that entity.

“*Business organization*” means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof.

“*Business Registration*” means a “*Business Registration Certificate*” issued by the Department of the Treasury or such other form or verification that a contractor or subcontractor is registered with the Department of Treasury.

“*Contracting agency*” means the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, or any independent State authority, commission, instrumentality or agency, or any State college or university, any county college, or any local unit.

“*Contractor*” means a business organization that seeks to enter, or has entered into, a contract to provide goods or services with the New Jersey Economic Development Authority.

“*Subcontractor*” means any business organization that is not a contractor that knowingly provides goods or performs services for a contractor or another subcontractor in the fulfillment of a contract.

## **EXHIBIT B** (Continued)

### **Requirements Regarding Business Registration Form:**

A contractor must have a valid “*Business Registration Certificate*” in order to be awarded a contract by the New Jersey Economic Development Authority.

All subcontractors shall provide a copy of its “*Business Registration*” to any contractor who shall forward it to the Authority. No contract with a subcontractor shall be entered into by any contractor unless the subcontractor first provides proof of valid “*Business Registration*”.

The contractor shall provide written notice to all subcontractors that they are required to submit a copy of their business registration to the contractor. The contractor shall maintain a list of the names of any subcontractors and their current addresses, updated as necessary during the course of the contract performance. The contractor shall submit to the Authority, a copy of the list of subcontractors, updated as necessary during the course of performance of the contract. The contractor shall submit a complete and accurate list of the subcontractors to the New Jersey Economic Development Authority before a request for final payment is made to the Authority.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the “*Sales and Use Tax Act*”, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State.

**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY**  
**Urban Enterprise Zone Program Assessment**  
**Consulting Services**  
**(reference 2010-RFQ/P-040)**

**Solicitation of Quotations and Proposals Methodology and Procedures**

The Urban Enterprise Zone Program Assessment Consulting Firm will be responsible for the completion of a variety of administrative and reporting requirements as part of its Urban Enterprise Zone Program Assessment Consulting Services Fee or other assessments as may be added, which will include:

1. For all subcontracts or purchases estimated to be in excess of \$500, at least three (3) proposals will be obtained by the Consultant Firm. A minimum of three (3) actual prices must be obtained; a “no quote” is not considered to meet the definition of a competitive quote.
2. Prior to hiring any subcontractor or entering into a purchase commitment (i.e. purchase order, price agreement, maintenance or service agreement, etc.) in excess of \$500, the Consultant Firm must provide copies of all documentation (i.e. written Requests for Quotation / Proposal sent to prospective vendors) and quotations / proposals received (i.e. written responses received from prospective vendors) substantiating the engagement or purchase, as well the Consultant’s written recommendation for award. Also included should be any pertinent information that may assist the Authority's designated Authority staff member in reviewing and approving the purchase (i.e. technical specification sheets, etc.)
3. The recommendation for award must be sent to the Authority's designated staff member for review and written approval.
4. ***Requests for Proposals are issued for the purchase of services***, where it is necessary to evaluate the Proposer’s price, as well as other previously established evaluation criteria, such as quality, experience, staff experience, previous performance of similar services with other clients, etc. ***Requests for Bids are issued for the purchase of tangible goods***, where no service is provided and price is the determining factor in the award.
5. For all subcontracts or purchases estimated to be in **excess of twenty-five thousand (\$25,000) dollars**, the Consultant Firm must prepare a **formal, written Request for Proposal** and **obtain no less than three (3) sealed proposals from qualified firms**.
6. The *Request for Bids* and / or *Request for Proposals* will clearly indicate a location, date and time for receipt and opening of proposals.
7. The **Consultant will provide copies of the Request for Proposals** to the Authority's designated staff member, **prior to releasing the proposal** to prospective Bidders.

8. The Authority reserves the right, in its sole discretion, to attend proposal openings.
9. Prior to issuing a Request for Proposal, the Consultant Firm will seek the Authority's written approval for all subcontractor work or purchases estimated to exceed twenty-five thousand (\$25,000), utilizing Authority's "**Procurement Approval Request**" form attached to this RFQ/P as **Exhibit O**.
10. **Under no circumstances may purchases and / or subcontracts be split / processed separately in an attempt to avoid the above thresholds.**
11. To facilitate the Authority's review of the proposals / bids received, **when preparing its recommendation for award**, the Consultant Firm will **supply the following detailed information for each subcontractor**:
  - a. name and address of the subcontractor;
  - b. detailed description of the services to be performed by the subcontractor;
  - c. detailed résumés for subcontractor personnel assigned to the project that demonstrates the individual(s) knowledge, ability and experience as it relates to the project to be completed;
  - d. documented experience of the subcontractor in successfully performing work on projects of a similar size and scope of the project;
  - e. specific details on how the subcontractor's services will be managed by the Consultant Firm and integrated into the overall services provided by the Consultant Firm;
  - f. the subcontractor's SBE, MBE and / or WBE designation, if applicable.
12. Upon award of any subcontract and prior to the start of any work by a subcontractor, the Consultant Firm and a representative of the subcontractor will be available for an initial meeting with Authority's staff and the designated Authority staff member, should the Authority deem such a meeting to be necessary. This meeting will include a review of all goods / services to be provided as it relates to the "*Scope of Services / Deliverables*".
13. Upon award of each subcontract, and **prior to the commencement of any work**, the Consultant Firm will provide Authority with a copy of the subcontractor's "*Business Registration Certificate*" (BRC), proof of insurance (if required), "*Public Works Contractor Registration Certificate*" (if applicable) and evidence of registration / certification as a SBE, MBE or WBE firm, as applicable.

Any non-emergency work performed by the Consultant or any subcontractor prior to the approval of the Authority will be performed at its own risk. Any non-emergency work performed by the Consultant Firm or its subcontractors outside the specifications without authorization of the Authority is solely the responsibility of the Consultant Firm for any costs incurred.
14. When issuing a purchase in support of the Urban Enterprise Zone Program Assessment Consulting Services required herein, **the Consultant will ensure** that it clearly indicates to the Vendor, in writing, with a copy to the Authority's designated Authority staff member that **all services provided, goods purchased or material disposed of, etc. shall be in accordance with all federal, state and local laws and regulations, by**

**appropriately licensed / certified personnel, as may be required by federal, state or local law. NO EXCEPTIONS.**

15. When issuing a purchase in support of the services required herein, **the Consultant will ensure that it clearly indicates to the Vendor**, in writing, with a copy to the Authority's Designated Authority staff member that **all licenses, registrations, warranties and any other such extended benefit shall be issued in the name of the New Jersey Economic Development Authority**; NOT the Consultant Firm. **NO EXCEPTIONS.**
16. Upon verification of satisfactory supply and / or supply and install of a purchased item or service, the **Consultant will submit to the Authority for reimbursement, the following documentation:**
- a. an original invoice from the Consultant referencing the purchase made
  - b. the original Vendor invoice(s) for the particular good(s) / service(s) purchased
  - c. copies of a minimum of three (3) quotes / proposals solicited for the purchase, if not previously provided
  - d. compliance documentation from the awarded Vendor (*i.e. Business Registration Certificate, Monthly Status Report, P.L. 2005, c.92 Source Disclosure form (if applicable - for services)*)
  - e. original "*Bid Approval*" form (**Exhibit O**) indicating signature approvals from the Authority's Designated Authority staff member, authorizing the purchase.

(The Authority's designated Authority staff member signature will confirm that the materials were received in good condition, properly installed and functioning correctly.)

Upon receipt of such non-disputed invoices, the Authority will make prompt payment for the good(s) / service(s) purchased to support the Authority's Urban Enterprise Zone Program Assessment needs.

## New Jersey Economic Development Authority Procurement Approval Request Urban Enterprise Zone Program Assessment Consulting Services

Date of Request to Authority: \_\_\_\_\_

Work Order # Assigned: \_\_\_\_\_

Property Location Name: \_\_\_\_\_

Tenant Name (if applicable): \_\_\_\_\_

**Proposed Services:**

<b>Type of Services Required:</b>	
<b>Frequency of Services:</b> (one time; monthly; annual)	
<b>Estimated Value of Services:</b>	
<b>Estimated Completion Date:</b>	
<b>Contract Type:</b> (invoice; purchase order; contract)	

**For services estimated to be greater than \$500:**

**Attached:**

<b>Written Scope of Services Prepared by Consultant:</b> (include sealed bid requirement, if estimated services are greater than \$25,000)	<input type="checkbox"/>
<b>List of Proposed Vendors:</b> (minimum of three (3) but sufficient pool to ensure three (3) proposals are received)	<input type="checkbox"/>
<b>Proof of SBE / MBE / WBE Status</b> (if applicable)	<input type="checkbox"/>
<b>Proposal Due Date:</b>	

**Submitted:      CONSULTANT FIRM NAME**

By: \_\_\_\_\_  
*Authorized Representative's Name*

\_\_\_\_\_ *Title*

\_\_\_\_\_ *Authorized Representative's Signature*

\_\_\_\_\_ *Date*

**Approved:      NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
*Authorized Representative's Name*

\_\_\_\_\_ *Title*

\_\_\_\_\_ *Authorized Representative's Signature*

\_\_\_\_\_ *Date*

**Written Proposals Received:**

Under \$25,000       Greater than \$25,000  (requires sealed proposals)

<b>Name of Vendors:</b>		<b>Fee / Price Proposal:**</b>
1.		
2.		
3.		
4.		
5.		
6.		

\*\*Indicate whether fees / prices are based on annual, monthly, hourly costs intervals. Include hourly rates and unit prices, if applicable. Attach written documentation from vendors failing to respond to the solicitation (i.e. "No Bid" responses).

The Consultant recommends the following vendor to perform the services referenced above. The services are required and the fee/unit/rate is reasonable. The Consultant certifies that this procurement meets all requirements of the New Jersey Economic Development Authority and all required compliance documentation is attached.

**Recommended Vendor:**

---

**Price:**

---



---

**Justification:**

---



---



---



---



---



---



---



---



---



---

**Required Submittals:**

**Attached**

<b>Proposal from Recommended Vendor</b>		
<b>Business Registration Certificate</b> (required for all goods / services)		
<b>Public Works Contractor Registration</b> (required for all construction-related services)		
<b>Union Affiliation</b> (if applicable) (required for all Tech Centre services)		
<b>SBE / MBE / WBE Certification</b> (if applicable - to ensure 25% goal – include on <i>Monthly Status Report</i> )		

**Submitted: CONSULTANT FIRM NAME**

By: \_\_\_\_\_  
*Authorized Representative's Name* \_\_\_\_\_  
*Title*

\_\_\_\_\_ \_\_\_\_\_  
*Authorized Representative's Signature* Date

**Approved: NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
*Authorized Representative's Name* \_\_\_\_\_  
*Title*

\_\_\_\_\_ \_\_\_\_\_  
*Authorized Representative's Signature* Date

Invoices from vendors cannot be processed by the Authority until the following has been received:

- a. copy of fully executed purchase order or contract must be on file at New Jersey Economic Development Authority
- b. original invoices must be attached to all requests for payment.
- c. all compliance documentation must be submitted to and approved by the New Jersey Economic Development Authority
- d. all firms with which the Consultant Firm does business shall possess and submit evidence of its valid "*Business Registration Certificate*" as issued by the New Jersey Department of Treasury – Division of Revenue

**IMPORTANT:**  
Services / purchases cannot be divided into separate approval requests / procurements to circumvent the procurement process. The total expenditure threshold reflects the estimated expense in the aggregate in a twelve (12) month calendar year.