

2013 REQUEST FOR PROPOSALS/QUALIFICATIONS

Online Business Retention & District Enhancement Program

**Main Street New Jersey
& Improvement District Programs
Division of Housing & Community Resources
NJ Department of Community Affairs**

March 1, 2013

INTENT/SUMMARY of SCOPE:

Over the past several years, MSNJ has moved to include more services related directly to local business retention, with an emphasis providing high-quality and practical feedback and best practices to business owners and operators in MNSJ districts and to local MSNJ programs themselves. By providing an **Online Business Retention & District Enhancement Program**, MSNJ expects to assist a core number MSNJ programs whose districts both can become more sustainable over the long-term while ensuring short-term impact in small business performance.

It is the intent of MSNJ to award a limited-term contract for this service with an estimated budget to be determined based on responses to the RFP/Q. In all cases, however, the total budget will not exceed \$7,000. Notwithstanding the expiration or termination of the Agreement, the Program 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 this Online Business Retention & District Enhancement Program.

I. BACKGROUND:

The NJ Department of Community Affairs' Main Street New Jersey Program has directly and indirectly provided technical assistance and training to designated MSNJ communities, districts and stakeholders since 1989. Please see the MSNJ website and its 20th Anniversary Report (www.mainstreetnewjersey.com) for a comprehensive history and context of the MSNJ program and its local designees.

Through the MSNJ program, the NJDCA formally partners with 22 designated Main Street™ community-based nonprofit organizations throughout New Jersey help foster thriving traditional downtowns and neighborhood business districts. These local organizations are as diverse as the communities they serve, with annual budgets ranging in size from \$50,000 to \$600,000. However, they all share a common goal of improving their commercial districts to help make them better places in which to live, shop, work, and do business.

II. PURPOSE / OBJECTIVES:

Over the past several years, MSNJ has moved to include more services related directly to local Main Street Business sustainability, with an emphasis providing on-site feedback and best practices to business owners and operators in MNSJ districts. By providing Online Business Retention & District Enhancement Program, MSNJ expects to assist a core number MSNJ programs whose districts both can become more sustainable over the long-term while ensuring short-term impact in small business performance.

Starting by July 1, 2013, MSNJ is seeking to provide direct assistance to 6 (six) or more designated local MSNJ organizations to implement Business Retention & District Enhancement initiatives to create immediate positive change and long-range business improvement. As part of the assistance MSNJ offers its designated organizations, MSNJ is seeking a highly-motivated and well-qualified firm, nonprofit organization, individual, or team of consultants (hereafter called "Consultant") with demonstrated experience in Online Business Retention & District Enhancement Program to develop and implement such a program for selected local MSNJ organizations and their businesses. Additionally, at a mutually agreeable date and time during the contract term, the chosen Consultant will provide one (1) off-site internet-based training session in Business Retention & District Enhancement for both the selected organizations and other participants to be determined at the discretion of the MSNJ program.

III. PROJECTED MILESTONE DATES:

- **Proposals Due:** Friday, **March 29, 2013** at or before 4:00 PM, EST.
- **Contract Executed:** on or before Friday, **May 24, 2013**.
- **Contract Work Initiated:** on or before **July 1, 2013**.
- **Contract Work Completed:** on or before **January 1, 2014**.

** 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 MSNJ will take action.*

IV. BUDGETARY ESTIMATE:

Funding for this contract is expected to be limited to not more than seven thousand (**\$7,000.00**) 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. FREQUENCY of SERVICES:

The Consultant will be required to provide the requisite Online Business Retention & District Enhancement Program for Main Street Organizations and Businesses for the approximately six (6)-month duration of the contract. **It shall be the sole responsibility of the Consultant working with MSNJ to ensure that the deadlines for requisite work are completed in accordance with timeframes and deadlines established herein.**

VIII. PRICE ADJUSTMENT:

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

IX. INITIAL MAIN STREET BUSINESS SUSTAINABILITY PROPOSAL MEETING:

The successful Proposer will be **required to attend, by conference/video call an initial Main Street Business meeting with the MSNJ staff**, as appropriate, to launch the program. It is expected that this meeting will be held during normal business hours (i.e. defined as 9:00 AM to 5:00 PM, EST), and will **encompass up to two (2) hours**. The purpose of this initial Main Street Business meeting is to allow the Consultant (and any staff assigned to perform work against the resulting contract) the opportunity to meet with MSNJ's staff, to gain a more clear understanding of performance expectations and to review MSNJ's requisite timeline and deadline for completion.

MSNJ will make every effort to schedule the meeting at a mutually convenient time; However, MSNJ will make the sole determination regarding the date and time to ensure maximum participation by MSNJ's staff. The Proposer must consider the costs to participate in this initial Main Street Business meeting when preparing its *"Fee Schedule"*, since no additional compensation will be given for participation in this initial project meeting.

X. ATTENDANCE at MEETINGS:

The successful Proposer ("Consultant") 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 MSNJ staff, as required, throughout the term of the contract and any extensions thereto. These

meetings will be conducted by teleconference/video conference. It is expected that attendance at no more than four (4) additional meetings will be required to review the progress of the services provided and respond to an questions or clarifications MSNJ may require.

The Consultant's participation at these meetings may require oral, written or audiovisual (e.g., *MS Power Point*) presentations, as needed. No additional compensation will be provided for participation in these meetings, preparations for or presentations given The Proposer will consider these costs when preparing its "*Fee Schedule*". **All costs to provide the services described herein, as well as for participation in 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") for these services.**

XI. REQUIREMENTS of the PROPOSER:

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

EXPERIENCE:

A minimum of four (4) years demonstrated experience in offering Online Business Retention & District Enhancement Programs **to other public or private municipal, county and state entities.**

- The Proposer must evidence its experience, by **providing at least three (3) narratives detailing contracts of similar or greater size and scope, successfully completed for similar client engagements.** The Proposer should include any other information relevant to its qualifications, which it believes will assist to MSNJ in evaluating the bid proposal.
- The Proposer must evidence that its **staff, resources and experiences with local Main Street™ Programs, other district management organizations, downtown revitalization, the Main Street Approach™, nonprofit management, Online Business Retention & District Enhancement Programs, and implementation of training, 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 ("Consultant"), 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 sub-consultant(s)/subcontractor(s), may result in rejection of the proposal.

The Consultant 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's responsibility to immediately, provide MSNJ with evidence of updated licensing for the specified individual.

XII. 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 MSNJ 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 to make a substitution, replacement or addition regarding its own staff, the Consultant will comply with the processes outlined above in the section "*Substitution of Staff/Subcontractors and/or Sub-consultants*". MSNJ, 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 has received written approval from MSNJ's designated staff.

XIII. 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. **A total of three (3) references should be provided.** These references will allow MSNJ 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. MSNJ, 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.

XIV. 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.**

XV. SUBCONSULTANT/SUB-CONTRACTORS:

Following award of the contract, in the event the Consultant does not have direct staff capable of performing the necessary service(s); the Consultant may subcontract those portions of the work to be performed to a sub-consultant/subcontractor. In the event the Proposer proposes to utilize a subcontractor/sub-consultant 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/sub-consultants to a high quality of service. Such subcontractors and/or sub-consultants must possess a valid "*Business Registration Certificate*", as required by the State of New Jersey. Additionally; the Consultant assumes sole and absolute responsibility for all payments and monies due to its subcontractor/sub-consultants.

The Proposer **MUST provide a detailed description of services to be provided by each subcontractor/sub-consultant**, referencing the applicable section or subsection of this *RFQ/P*, as well as the **Proposer's prior experience in working with the subcontractor/sub-consultant** on similar projects as that required herein. This information **must be included with the proposal** to evidence the subcontractor's/sub-consultant'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 fees for any subcontracted services/positions** on the "Fee Schedule" as though the position were part of its in-house overhead. This will allow MSNJ to accurately assess a Fee 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.**

XVI. RESPONSIBILITIES of the VENDOR/CONSULTANT:

The successful Proposer ("Consultant") 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. The Consultant 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 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 MSNJ may have, arising out of the Consultant'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 specifically prepared for or are a result of the services required under this contract shall be and remain the property of MSNJ and shall be delivered to MSNJ upon thirty (30) days' notice by the MSNJ Program.

1. News Releases:

The Consultant, alone, is not permitted to issue news releases pertaining to any aspect of the services being provided under the contract, to Main Street New Jersey and/or any of its local designated programs, without the prior written consent of the Main Street New Jersey Program. All such requests shall be directed per email to MSNJ through its designated staff members, 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 Main Street New Jersey Program, as a part of any commercial advertising without first obtaining the prior, written consent of the Main Street New Jersey Program. All such requests shall be directed per email to MSNJ through its designated staff members, who shall coordinate such approvals, to be granted, if any.

3. 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 MSNJ state or local staff members. 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 MSNJ;
- b. have represented a previous or known future applicant to the MSNJ's programs;
- c. holds public office (i.e. elected or appointed) in a municipality designated as an MSNJ community;
- d. owns and/or operates a business establishment in a designated MSNJ district or municipality;
- e. have prior, current or known future relationships with staff of the Department of Community Affairs (DCA) and/or local MSNJ program staff or Board members.

The Proposer must complete and submit a signed statement with respect to potential conflicts of interest.

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 /sub-consultant.

4. Form of Compensation - Invoicing/Payment:

The successful Proposer/Consultant will submit its invoices to MSNJ at a minimum on a **monthly** basis (no later than the 15th of each month), for work completed until the scope of work has been completed. However, the Consultant may alternatively submit invoices as project phases (per town) are completed. The Consultant will submit to MSNJ's designated staff, an original invoice, a completed "*Status Report*", and any other documentation as may be required by MSNJ to process payment. Invoices will be considered noncompliant and will not be processed until the "*Status Report*" is fully completed, signed and submitted for each respective invoice. MSNJ will make prompt payment to the Consultant, immediately following receipt of any non-disputed invoices and approval of the documentation. Compensation will be provided to the Consultant as indicated in its "*Fee Schedule*". **At a minimum, invoices submitted for payment must include the following:**

- The Consultant must **submit invoices for all services rendered within thirty (30) days of the date the service was provided/performed**. Invoices for services rendered more than thirty (30) days will not be paid by MSNJ unless the Consultant received a prior, written waiver/approval from MSNJ.
- All invoices must be approved by MSNJ's designated staff member before payment will be authorized. MSNJ, 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.
- MSNJ considers the Consultant 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 sub-consultant compliance with all terms and conditions of this *RFQ/P* and assumes the sole and absolute responsibility for any payments due to sub-consultant(s)/subcontractor(s) under the contract(s).
- All invoices submitted to MSNJ are subject to review by the State of New Jersey Office of the Inspector General.
- a description of the project task or subtask services for the invoice period
- percentage of completion of the overall "*Scope of Services*", *if applicable*
- the commencement and completion dates of the project, *if applicable*

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), MSNJ's designated staff member may require the Consultant 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. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. **By submitting an invoice to MSNJ, the Consultant represents that all payments due to its sub-consultants/subcontractors have been made and that all relevant laws and regulations have been complied with.**

5. Additional Work/Services Required:

It is understood that the Consultant may be retained by MSNJ, if in its sole discretion, it is determined that additional services are required and that such procurement is in the best interest of the MSNJ Program. It is further understood that MSNJ is under no obligation to solicit a proposal and/or retain the Consultant 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 submitted on its "*Fee Schedule*" in response to this solicitation. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved.

XVII. FEE SCHEDULE:

The Proposer shall provide a fully completed and signed "*Fee Schedule*", which addresses the "*Maximum Not-To-Exceed Online Business Retention & District Enhancement Program Fee*." This is the maximum fee to be charged for the Online Business Retention & District Enhancement Program, as required. In the event MSNJ should issue additional solicitations during the term of the contract and any extensions thereto, the fees stated herein shall apply to those future issuances.

~ 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, MSNJ will review the "*Maximum Not-to Exceed Online Business Retention & District Enhancement Program Fee*". This will allow MSNJ to accurately and equitably evaluate proposals.

XVIII. TAX EXEMPT STATUS:

As an instrumentality of the State of New Jersey, the Main Street New Jersey Program is tax exempt. When preparing the "*Fee Schedule*", 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.

XIX. EVALUATION CRITERIA/SELECTION PROCESS:

MSNJ will convene a cross-functional Evaluation Team composed of the Program's staff, management and other DCA project managers 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 MSNJ, 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*" section of this *RFQ/P* (reference *Attachment A*), including the Proposer's **contract management plan and organization chart**, to include its depth of staff *if applicable*;
- 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 an Online Business Retention & District Enhancement Program, or like programs.

- 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 (NJ) tenants and requirements governing the Main Street Approach™.**
- the Proposer's "**Price**", as exemplified by the **price(s) submitted for the "Maximum Not-To-Exceed Online Business Retention & District Enhancement Program Fee"**

Sealed bids containing the required information for this RFP must be submitted to MSNJ by 4:00 PM EST March 29, 2013 at the following address:

Jef Buehler, *State Coordinator*
MSNJ & Improvement District Programs
PO Box 811
101 South Broad Street
Trenton, NJ 08625-0811

Failure to do submit the proposal at this location by the above time will render the proposal materially non-responsive and subject to mandatory rejection.

XX. CONFIDENTIAL INFORMATION of MSNJ:

In connection with performing the Work, the Consultant, its employees and subcontractors, if any, may receive, review and become aware of proprietary, personnel, commercial, marketing and financial information of MSNJ, its employees, designees, and local stakeholders and participants 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 MSNJ. 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 MSNJ. 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 which 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 MSNJ; (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. The Vendor shall indemnify and hold MSNJ, its employees and local stakeholders and participants harmless for any breach of "*Confidential Information of MSNJ*", by the Vendor, its employees and subcontractors, if any. MSNJ, in its sole discretion, may require the Consultant, its employees and subcontractors, if any, assigned to perform work against the resulting contract, to execute a *Non-Disclosure/Confidentiality Agreement*.

XXI. 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”**
2. Provide **evidence of the number of years** in offering Online Business Retention & District Enhancement Program **to other public or private municipal, county and state entities** by submitting a list of clients indicating the terms of engagements.
3. **Provide a detailed timeline/schedule to ensure that MSNJ’s year-long service requirement is achieved.**
4. Provide evidence of a minimum of **four (4) years demonstrated experience in providing these same services of similar size and scope to other public or private municipal, county or state entities**, as evidenced by providing at least **three (3) illustrative narratives describing similar Specialized Online Business Retention & District Enhancement Program projects during the past four (4) year period.**
5. 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”* 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”*.
6. 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 Online Business Retention & District Enhancement Program experience, specifically working with Main Street™ small business owners and programs.
7. Provide, *unless* the Proposer is a single-staff entity, 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.
8. Provide 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*.
9. 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 Specialized Online Business Retention & District Enhancement Program**, based on past experience, depth of personnel, etc.
10. Provide the full name, title, telephone number and e-mail address for the **primary contact person of the firm responsible for this submission**.

11. Provide the **location of the Proposer's office that will be responsible for managing the resulting contract.**

12. 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.**

13. Provide the **name and Federal Employer Identification Number (FEIN #)** of the Proposer responding to this *RFQ/P*, as well as any joint venture partners.

14. 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 MSNJ'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.

15. Provide the following **signed statement to disclose any potential conflicts of interest:**

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 Department of Community Affairs 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/sub-consultants with whom our firm may work, should we be awarded the contract for these services. Prior to engaging such subcontractor(s)/sub-consultant(s), I understand that Proposing Entity must advise the Department's representative, in writing, of such potential conflicts of interest. I further acknowledge that the Department, in its sole discretion, reserves the right to determine if such a conflict of interest will prevent the subcontractor/sub-consultant 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 Main Street New Jersey or its constituent communities (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). (Please 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/sub-consultants with whom our firm may work, should we be awarded the contract for these services. Prior to engaging such subcontractor(s)/sub-consultant(s), I understand that Proposing Entity must advise the Department's representative, in writing, of such potential conflicts of interest. I further acknowledge that the Department, in its sole discretion, reserves the right to determine if such a conflict of interest will prevent the subcontractor/sub-consultant from objectively performing the requisite work against the resulting contract."

15. **Provide any and all State of New Jersey required forms**, including, but not limited to: business registration, affirmative action, etc. as linked to/listed on the original online bid posting and included in any printed bid packets.

A proposal cannot be reviewed, evaluated and ultimately awarded unless and until the above information is received. **Failure to provide all items as indicated above, in the level of detail specified, may prevent MSNJ from effectively and accurately evaluating and processing the proposal.** Failure to submit the above information may result in rejection of the proposal and/or will delay the awarding of the contract.

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.

XXII. QUESTIONS:

Questions concerning this *RFQ/P*, may be submitted, in writing via e-mail, to Jef Buehler, State Director, at jef.buehler@dca.state.nj.us and **must be received at or before 3:00 PM (EST), on Friday, March 22, 2013.** Phone calls/faxes shall not be accepted.

The subject line of the e-mail should state: ***"QUESTIONS – 2013-RFQ/P – Online Business Retention & District Enhancement Program"***

XXIII. SUBMISSION DUE DATE:

Proposals shall be received **at or before 4:00 PM (EST), on Friday, March 29, 2013** at MSNJ's offices, located at 101 South Broad Street, Trenton, NJ 08625-0811. Proposals shall be submitted to MSNJ in a securely SEALED envelope or carton. **Unsealed, faxed or e-mailed proposals shall not be accepted.**

All proposals should be submitted as follows:

- **one (1) printed, signed (in contrasting ink) original**
- **one (1) printed copy of signed original**
- **one (1) printed copy of the signed proposal, unbound**
- **one (1) signed PDF version supplied on one (1) compact disc or other media storage device***
(Each compact disc should include electronic (i.e. scanned) versions of any and all submittals, samples and documents supplied with the proposal submission; each digital medium item SHOULD BE CLEARLY LABELED to indicate the Proposing entity's name, address and phone number information, as well as the RFQ/P information (e.g., 2013 - RFQ/P – Online Business Retention & District Enhancement Program)

Proposals should be addressed to:

Jef Buehler, State Coordinator

MSNJ & Improvement District Programs
NJ Department of Community Affairs – 5th Floor
PO Box 811
101 South Broad Street
Trenton, NJ 08625-0811

Attn: 2013 – RFQ/P – Online Business Retention & District Enhancement Program

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. MSNJ staff will make reasonable efforts to maintain confidentiality of information received as part of the *RFQ/P* process; however, all respondents are cautioned that MSNJ 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.

IMPORTANT:

Since MSNJ's Evaluation Committee will review the proposal (in PDF format), on the CD ROM or other media storage item, **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. MSNJ 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 or other media storage item. Should MSNJ discover that a Proposer has failed to include the same, complete and accurate information on the CD ROM or other media storage item as it included in its printed original proposal submission; MSNJ, shall be under no obligation to re-evaluate and re-score the proposal.

XXIV. HOLDING PRICES FIRM:

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

XXV. TERM of CONTRACT:

Pending approvals of a qualified RFP, It is the intent of MSNJ to award a **limited term contract to expire on or about January 1, 2014, for this Online Business Retention & District Enhancement Program.** This is an estimated six (6) – month engagement. Notwithstanding the expiration or termination of the Agreement, MSNJ 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, 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 MSNJ, in its sole discretion; the Consultant will be required to continue to provide such services if so requested by MSNJ, 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 will be reimbursed for these services based on the fee rate in effect under the most recent contract term.

XXVI. AWARD:

It is the intent of MSNJ to award a **limited term contract to expire on or about January 1, 2014, for an Online Business Retention & District Enhancement Program.** 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 MSNJ, price and other factors considered, and aligns with the work of MSNJ, as determined by MSNJ, 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 MSNJ.

XXVII. TERMINATION/CANCELLATION:

MSNJ, 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 MSNJ pursuant to the Contract, prior to such termination.

XXVIII. OPEN PUBLIC RECORDS ACT:

Respondents should be aware that responses to this *RFQ/P* will be available, upon request, for public inspection. MSNJ, 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.

ATTACHMENT A

2013 RFP/Q:

Online Business Retention & District Enhancement Program

SCOPE OF WORK:

- A.** Primarily: To provide 18-20 off-site, direct consultations, technical assistance and training units with 6 (six) or more MSNJ local programs/entities and their business stakeholders on Business Retention & District Enhancement topics.
- B.** Secondly: To provide up to two off-site internet-based training session units in Business Retention & District Enhancement for both the selected organizations and other participants to be determined at the discretion of the MSNJ program.

GENERAL REQUIREMENTS/ADDITIONAL WORK:

The above represents a general outline of the “*Scope of Services*” which the MSNJ program will require of the Consultant. It is understood that the Consultant may be retained by MSNJ, 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 Department of Community Affairs. MSNJ is under no obligation to solicit a proposal and/or retain the Consultant on a sole source basis to provide any such additional services.

The project specific *Scope of Services* will be based on what is outlined in the successful Proposer’s proposal and is subject to the approval of MSNJ’s designated staff member. The positions/titles and fees for the Project shall represent a firm dollar amount to perform the specified task/project. Once accepted and approved by MSNJ, 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 MSNJ. Any adjustments to hours or positions/titles (i.e. substituting a subcontractor or staff employee) are subject to the final approval of MSNJ’s designated staff member, in his/her sole discretion.

Requirements of the Online Business Retention & District Enhancement Program:

Expectations

A. To provide 18-20 units of off-site, direct consultations, technical assistance and training with at 6 (six) or more MSNJ local programs/entities and their business stakeholders on Business Retention & District Enhancement topics. Proposers are asked to confirm their capacity to implement the following *and* to add additional relevant topics that meet the Scope:

- Business Retention – The Roles of Business Owner/Operators
- Business Retention – The Roles of Property Owners/Managers/Developers
- Business Retention – The Roles of Downtown Organizations/Public Officials
- Business Retention – Business & District Signage
- Activating The Commercial District To Attract Commerce

- District Parking Image and Management
- District Enhancement for Business Retention
- Developing District Tourism for Business Retention
- Creating Stakeholder Leadership for District Enhancement
- Public/Farmer’s Market Creation and Management
- Public Plaza Design and Implementation

B. Main Street New Jersey will inform the Consultant of exactly which local MSNJ program has been awarded which service from within the scope. Each designated MSNJ program participating will be responsible for providing the on-site technology needed to ensure the delivery of the services as agreed in the scope with the Consultant. The Consultant is charged with informing the local MSNJ program of said requirements as well as any specific local materials the Consultant will need to fully implement the service.

1. For internet-based training: An off-site 1-2 hour seminar with a live Q&A period on a mutually-agreed upon topic from the accepted scope of work. These seminars may occur on any day or time within the term of the contract that is determined to be mutually agreeable between the Consultant and the designated local Main Street New Jersey Program. Training topics shall be oriented towards any or all of the following stakeholders:
 - (a) Business owner/operators;
 - (b) Property owners/managers and/or developers;
 - (c) Public sector staff or elected officials;
 - (d) The local MSNJ organization itself; and
 - (e) Any other partner entity working with the local MSNJ program.

C. To provide up to two (2) off-site internet-based training session units in Business Retention & District Enhancement for both the selected organizations and other participants to be determined at the discretion of the MSNJ program. MSNJ will provide a variety of scheduling options during the term of the contract that will fit within the Consultant’s schedule as proposed.

Successful respondents will include a fee and planning schedule to include at a minimum, the options as listed above. The fee schedules will in any case exceed the “Not To Exceed Maximum Allowable Fee”.

Consultant Responsibilities

The Consultant will work closely with assigned local MSNJ program staff and stakeholders to design, develop and implement the Online Business Retention & District Enhancement Program based on the individual program needs through the accomplishment of the following deliverables outlined below within an approximately 6-month time frame. Responders will be expected to outline a schedule for providing all of the deliverables listed in the scope within this time frame.