

Request for Proposal
NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
Urban Enterprise Zone Program Assessment

RFP Issued: August 6, 2018
Proposal Deadline: August 24, 2018

I. PURPOSE OF REQUEST FOR PROPOSAL

The New Jersey Department of Community Affairs (“Department”) is seeking proposals from well-qualified firms to perform a program assessment of New Jersey’s Urban Enterprise Zone (“UEZ”) Program. Such assessment includes a review of the program’s assumptions, an analysis that determines whether the UEZ concept is a viable tool for encouraging economic development within the state, and recommendations as to the future design and administration of the program.

Pursuant to P.L. 2018, ch. 19, the study, report, and recommendations shall include, but not be limited to, an assessment of the following aspects of the UEZ program:

- the efficacy of the State’s administration of the program;
- the adequacy of past funding for UEZs in furthering the goals of the “New Jersey Urban Enterprise Zones Act”;
- whether changes are needed in future funding for UEZs to further these goals;
- whether the process by which UEZs are delineated within a municipality is clear and efficient;
- whether the criteria established for eligibility to assist fiscally distressed municipalities is appropriate; and
- what parameters shall be established to keep UEZ municipalities competitive while providing a sufficient return on State investment.

It is the intent of the Department to award a limited term contract for the evaluation of the program in September 2018. Proposers meeting the qualifications and requirements as described in this RFP are invited to submit a bid proposal to provide these UEZ Program Assessment Consulting Services.

II. OVERVIEW

The Department provides administrative guidance, financial support, and technical assistance to local governments, community development organizations, businesses, and individuals to improve the quality of life in New Jersey. The Department offers a wide range of programs and services that respond to issues of public concern including fire and building safety, housing production, community planning and development, and local government management and finance.

New Jersey's UEZ Program was created in 1983 to stimulate revitalization in designated urban communities by encouraging businesses to develop and create private sector jobs through public and private investment. The program currently has 32 zones in 37 municipalities throughout the state. The UEZ Authority is in but not of the Department and is chaired by the Chief Executive Officer of the New Jersey Economic Development Authority. The UEZ Program offers incentives that include:

- Dedication of sales tax revenues generated by UEZ participating businesses for use within the zones for economic development projects.
- Ability to charge half the standard sales tax rate on certain purchases.
- Tax exemptions on certain purchases for participating UEZ businesses.
- A manufacturer's sales tax exemption on energy and utility consumption for UEZ businesses that meet specified employment and other criteria.
- A one-time \$1,500 tax credit for each new permanent full-time employee hired.
- Subsidized unemployment insurance costs for certain employees who earn less than \$4,500 per quarter.
- A tax credit against the Corporate Business Tax up to eight percent of qualified investments within the zone.

The UEZ enabling legislation envisioned that job creation and economic development would be the principal focus of the program. Over time funds have been used by host municipalities in varying ways. For economic development investment, State funds have been used to market zones, create revolving loan funds, operate façade improvement programs and other local incentives for businesses, and to support special or business improvement districts. Funds have also been used to provide municipal services within the zone, such as supplementary clean teams, police and fire, and public infrastructure such as roads, sidewalks, and parking lots.

III. SCOPE OF SERVICES / REPORTING

The successful Proposer (“Consultant Firm”) will document the current status of each zone, undertake a complete evaluation of the economic impact of the program, and issue a report including recommendations for the future of the program. The Consultant Firm shall create a schedule to complete the required evaluations and recommendations within the allotted timeframe. The final written report shall be submitted no later than March 1, 2019 at 4:00 PM. Proposers may provide rationale in their response to this RFP if they do not anticipate completing the final report within this time frame.

During the term of the resulting contract and any extension thereto, at a minimum, the Consultant Firm shall be required to:

1. **Conduct a comprehensive policy review of the UEZ program** to determine if it is achieving the intended results. The review will include adherence to legislative purpose; the adequacy of past funding for UEZs in furthering the goals of the Act and whether funding or policy changes are needed to further these goals; whether the criteria established for eligibility to assist fiscally distressed municipalities is appropriate; whether the process by which UEZs are delineated and mapped is appropriate; and what, if other, parameters should be established to keep UEZ municipalities competitive while providing a sufficient return on State investment.

The review shall include a historical summary of program investments and current investment strategy practices by zones; actual use of funds; costs of administering the program by local and state governments; 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; and portfolio sustainability. The Consultant Firm should indicate its methodology (e.g. survey, regression, shift share analysis) to examine results and to estimate the impact of the program on unemployment, job creation, property values, incomes, etc. In its approach, the Firm should at a minimum, consider the program’s effects on these measures in the Zones by comparing to very similar areas without Zones.

2. **Survey a sample of business communities in existing UEZs** to evaluate the participation rates of businesses; hiring practices; the efficacy of marketing methods in attracting new businesses and customers; and the business owners’ and operators’ understanding and use of incentives.
3. **Determine the value of metrics currently being collected.**
4. **Conduct a policy review of the 2011 report of New Jersey’s UEZs, including best practices and recommendations from reports on similar programs in other states.** The Consultant Firm’s final report should consider the findings and recommendations from existing reports and indicate if the Firm’s results corroborate or contradict those findings.

5. **Provide a program assessment and recommendations**, which must include benchmarks against best practices used in other states. The final written report shall include the reviews included in this section and address the potential need for the replacement and/or sunset of the program; recommendations on the best state agency to administer and/or be the responsible party for the program; and a review of zone extension and exit criteria.

All data, technical information, materials gathered, originated, developed, prepared, used, or obtained in the performance of the contract shall be and remain the property of the Department, 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, or written procedures and documents, regardless of the state of completion. Work on any software computer programs and/or source codes developed for the Department shall be considered “work for hire” such that the Department, 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 Department all right, title, and interest in and to any such material, and the Department shall have the right to obtain and hold in its own name and copyrights, registrations, and any other proprietary rights that may be available.

IV. BIDDER QUALIFICATIONS

1. AVAILABILITY

The Consultant Firm must be available to attend an initial organizational meeting with the Department’s staff, as appropriate, at the Department’s offices located at 101 South Broad Street in Trenton. The Department, in its sole discretion, may permit limited participation via teleconference. The Department will make every effort to schedule meetings at a mutually convenient time; however, the Department will make the sole determination regarding the date and time to ensure maximum participation by staff.

The Consultant Firm and various members of its key staff assigned to perform work against the resulting contract may be required to attend and participate in a limited number of meetings with Department staff throughout the term of the contract and any extensions thereto, as determined by the Department in its sole discretion. The Consultant Firm must also be available regularly via email or phone, as determined by the Department, in lieu of formal meetings.

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.

2. DEMONSTRATED EXPERIENCE

The Department seeks a consultant team whose senior leadership has demonstrated expertise in offering assessment consulting services on Enterprise Zones, or like business improvement districts, to other municipal, county, and state entities. The Proposer must provide evidence of each of the following criteria:

- evidence of experience by providing a minimum of three narratives detailing contracts of similar size and scope, successfully completed for similar client engagements. The narrative should demonstrate knowledge of Enterprise Zones, or like business improvement districts with particular regard to programmatic intricacies and economic impacts. The narratives should include the research methods used in each engagement.
- samples of completed work product or reports, which may include examples of content material to illustrate writing style, a writing sample, and other promotional material relevant to this request. The samples must be of work performed by the staff assigned to the resulting contract.
- demonstration that its staff, resources, and experiences with Enterprise Zones, economic development, program assessment, and fiscal impact analysis, will enable it to effectively perform and deliver the required services. This must be evidenced by the qualifications of the staff proposed to perform the work against the resulting contract, as indicated by the staff resumes presented.
- the name, title, telephone number, and e-mail address of at least four references who can provide detailed information regarding the Proposer's performance on similar program assessment projects. The references provided should be senior executive decision makers who can address the Proposer's abilities, manner of interaction with leadership and other members of the organization, success in providing these consulting services to deadline, and overall effectiveness.

3. DESCRIPTION of 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 UEZ Program assessment consulting services. The narrative should address:

- the Proposer's business name and type (corporation, 501(c)(3), etc.), location, number of years in business, and details of any failure to complete a contract or any litigation within the past two years;

- the number of years the Proposer has provided similar program assessment consulting services to other client entities, particularly involving economic development, as evidenced by submitting a copy of the Proposer's list of clients and years serviced;
- the Proposer's qualifications to perform assessments of a similar size and scope for Enterprise Zone programs or like business improvement district projects with other client entities;
- the Proposer's staff capacity to provide these services, by indicating the number of full-time employees (and, if applicable, part-time employees) qualified to do so;
- a staffing chart to show each position or title for those individuals who will, or who it is expected will, perform work against the resulting contract;
- if available, an organizational chart for the Proposing Entity's entire organization, to evidence its depth of staff;
- the name, phone number, and e-mail address of the individual(s) who will be responsible for financial accounting for managing the performance against the resulting contract.

As part of the proposal submission, the Consultant Firm should provide a detail of its plan for making qualified replacement(s) to provide the requisite services during 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. This submittal can be as simple as identifying alternate staff for key positions identified in the respondent firm's staffing chart.

4. **RESUMES of KEY TEAM MEMBERS**

The Proposer should provide a resume for each individual who will perform work against the resulting contract (including executive, middle management, and support personnel) to clearly demonstrate their respective appropriate capabilities and background.

The resumes should indicate the individual's name, title, number of years employed with the Proposing organization and any certifications or licenses held that are germane to performing the requisite services. At a minimum, the resume should include:

- demonstrated experience specific to providing the types of services required herein;
- employment history;
- education;
- degrees, professional certifications, and/or licenses; and

- any additional information that would allow the Department to assess the individual's abilities to perform against the contract, including particular skills relevant to conducting the assessment sought by the Department.

5. JOINT VENTURES and SUBCONTRACTORS

Two or more Consultants may submit a joint proposal. A lead Consultant must be identified. The lead Consultant will be held accountable for contract performance and must maintain all research, notes, draft documents, and financial records for at least two years. Authorized signatories from each party comprising the joint venture must sign the bid proposal cover letter. All proposal submissions (compliance documents, evidence of experience, references, resumes, etc.) must be submitted for the lead Consultant as well as for each joint venture partner. The proposal must include a description of the organizational structure of the joint venture with a specific, detailed description of how the Consultants will work together and the key responsibilities of each partner.

Proposals may include a role for subcontractors. The Proposer must provide a detailed description of services to be provided by each subcontractor and/or subconsultant, and descriptions of prior projects in working with the subcontractor and/or subconsultant on similar projects. This information must be included with the proposal to evidence the subcontractor's capabilities and experience.

Detailed resumes should be provided for each member of the subcontractor's management, supervisory, and other key personnel who 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. Subcontractors and subconsultants must also possess a valid New Jersey Business Registration Certificate.

Proposers intending to use subcontractors and/or subconsulting firms should note that the Consultant Firm retains the sole and absolute responsibility for the management and supervision of all subcontractors and subconsultants to a high quality of service. Additionally, the Consultant Firm assumes sole and absolute responsibility for all payments and monies due to its subcontractors and subconsultants.

6. CONFLICTS of INTEREST

The Proposer must disclose any potential conflicts of interest with regard to the Proposer's performance of the requisite services and the Proposer's relationship with any member of the Department, UEZ Authority, or UEZ area(s) throughout the state including, but not limited to:

- 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 Department;

- representation of a previous or known future applicant to the Department’s programs;
- current position (elected or appointed) in public office in a municipality with a designated UEZ;
- ownership or part ownership or operation of a business establishment in a designated UEZ area; and/or
- prior, current, or known future relationships with state and/or local UEZ staff or Board members.

V. EVALUATION CRITERIA AND SELECTION PROCESS

It is the Department’s intent to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. Only proposals found to be responsive to this RFP will be evaluated and scored. A responsive proposal must comply with all instructions in this RFP including, but not limited to, the criteria listed below.

All bid submissions must include completed mandatory compliance forms. These documents can be found at the following links:

- [NJ Standard Terms and Conditions.pdf](#)
- [Waiver and DPA Contract Checklist.pdf](#)

The following evaluation criteria will be used to evaluate proposals received in response to this RFP:

- demonstrated understanding of the scope of work and awareness of potential implementation challenges and issues.
- a preliminary work plan that includes a timeline, significant milestones, and anticipated deliverables.
- the quality of the preliminary work plan describing the scope of work and a detailed description of all tasks and activities to be undertaken by proposer, indicating which tasks will be delegated to a subcontractor.
- the submitted staffing plan demonstrating the qualifications and experience of the Proposer’s management, supervisory, and other key personnel assigned to perform work against the resulting contract.
- the extent and quality of the Proposer’s documented experience in successfully providing similar services of comparable size and scope, as evidenced by the narratives submitted.

- demonstrated familiarity with federal and state laws, regulations, and requirements that might be relevant to revising New Jersey’s UEZ program.
- the applicability of and facility with the econometric financial model/methodology proposed to assess the economic impact of the program on the State of New Jersey.
- the Proposer’s “price,” including:
 - a detailed budget with travel costs estimated and listed separately.
 - a detailed fixed fee proposal by task and estimated number of billable hours, based on a Preliminary Work Plan.
 - a proposal for billing schedule based on a performance-based contract (per service provided, etc.).

Proposers shall hold their proposal prices firm for a period of ninety days to accommodate the Department’s evaluation and award processes.

Upon review of the proposals, Proposers may be invited to interview with members of the Evaluation Committee. The exact date for these interviews will be communicated to the Proposers as appropriate. Interviews will take place at 101 South Broad Street, Trenton, or via teleconference during normal business hours (9:00 AM to 5:00 PM), at the Department’s discretion.

VI. RESERVATION OF RIGHTS

Upon determination that its best interests would be served, the Department shall have the right to do the following:

1. **Cancellation** - Cancel this procurement at any time before the contract award.
2. **Amendment of procurement** - Amend this procurement at any time before the contract award.
3. **Refusal to accept** - Refuse to accept or return accepted proposals that do not comply with procurement requirements.
4. **Rejection of incomplete proposal** - Reject any proposal in which any part of the proposal is incomplete or in which there are significant inconsistencies or inaccuracies (the State reserves the right to reject all proposals).

5. **Prior contract default** - Reject the proposal of any bidder in default of any prior contract or for the misrepresentation of material presented.
6. **Receipt of proposals after stated due date and time** - Reject or refuse to evaluate any proposal that is received after the stated due date and time.
7. **Written clarification** - Require bidders, at their own expense, to submit written clarification of proposals in a manner or format that the Department may require.
8. **Oral clarification** - Require bidders, at their own expense, to make oral presentations at a time and in a place selected by the Department, if requested.
9. **Allowance of proposal changes** - Except as may be authorized by the Department, allow no additions or changes to the original proposal after the stated due date and time.
10. **Property of the State** - Own all proposals submitted in response to this procurement upon receipt by the Department.
11. **Separate service negotiation** - Negotiate separately any services in any manner needed to serve the best interest of the State.
12. **All or any portion** - Contract for all or any portion of the Scope of Services or tasks contained in this RFP.
13. **One or more bidders** - Contract with one or more bidders.
14. **Proposal most advantageous** - Consider cost and all factors in determining the most advantageous proposal for the Department when awarding a bidder the right to negotiate a contract with the Department (while cost is a factor in determining the bidder to be awarded the right to negotiate a contract, price alone shall not determine the successful bidders).
15. **Technical defects** - Waive technical defects, irregularities, and omissions if in its judgment the best interest of the Department will be served.
16. **Privileged and confidential information** - Share the contents of any proposal with any of its designees for purpose of evaluating proposals to make an award (the contents of all meetings including the first, second, and any subsequent meetings and all communications in the course of negotiating and arriving at the resultant contract periods shall be privileged and confidential).
17. **Best and Final Offers** - Seek Best and Final Offers (BFO) on price from bidders upon review of the scored criteria.
18. **Unacceptable proposals** - Reopen the bidding process if advantageous to the Department.

VII. BIDDER ASSURANCES

The Consultant 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 Consultant Firm of responsibility for the technical adequacy of its work. The review, approval, and acceptance of or payment for any of the services shall not be construed as a waiver of any rights that the Department may have arising out of the Consultant Firm's performance of this contract.

The bidder agrees to the following:

1. **Independent price determination** - By submission of a proposal and through assurances given in its Transmittal Letter, the bidder certifies that in connection with this procurement the following requirements have been met:
 - **Costs** - The costs proposed have been arrived at independently, without consultation, communication, or agreement for restricting competition, as to any matter relating to such process with any other organization or with any competitor.
 - **Disclosure** - Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the bidder on a prior basis directly or indirectly to any other organization or to any competitor.
 - **Competition** - No attempt has been made or will be made by the bidder to induce any person or firm to submit or not submit a proposal for restricting competition.
 - **Prior knowledge** - The bidder has no prior knowledge of the RFP contents before actual receipt of this RFP and had no part in RFP development.
 - **Offer of gratuities** - The bidder certifies that no elected or appointed official or employee of the State of New Jersey has or will benefit financially or materially from this procurement. Any resultant contracts may be terminated by the State if it is determined that gratuities of any kind were either offered to or received by: any of the aforementioned officials, the Consultant Firm, its agent(s), or its employees.
2. **Valid and binding offer** - The proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto.

3. **Press releases and advertising** - The bidder agrees to obtain prior written consent and approval of the Department for press releases that relate in any manner to this RFP or any resultant contracts. The bidder agrees to obtain prior written consent and approval of the Department to use any names, logos, images, data, or results arising from this contract as a part of any commercial advertising.
4. **Restrictions on communications with Department staff** - The bidder agrees that from the RFP posting/release date until the Department makes an award that it shall not communicate with Department staff on matters relating to this RFP except as provided herein. Any other communication concerning this RFP with Department staff may, at the decision of the Department, result in disqualification of that bidder's proposal.

VIII. BIDDER QUESTIONS

Interested bidders may submit questions regarding this RFP to the Department by e-mail directed to Donald Palombi (Donald.Palombi@dca.nj.gov). To be considered, questions regarding this RFP must be received by the Policy Office no later than 5:00 PM eastern standard time on August 17, 2018. The early submission of questions is encouraged. It is solely the bidder's responsibility to ensure and verify the Department's receipt of questions. The Department will respond only to those questions that meet the stated due date and time and criteria listed herein. Answers to questions posed by any single bidder will be forwarded to all other known bidders.

IX. AWARD

It is the intent of the Department to award a limited term contract to expire on or about April 1, 2019, for these UEZ Program Assessment Consulting Services. Prices, terms, and conditions shall remain firm throughout the initial term of the contract and any extensions thereto. This is an estimated six-month engagement.

The Department will notify all bidders of any award issued by it as a result of this RFP. A final decision on the winning bidder will be made no later than one month following the proposal submittal deadline. The contract award will be made to the Consultant Firm whose bid proposal conforms to this RFP, is most advantageous to the Department with price and other factors considered, and aligns with the work of the Department, as determined by the Department, in its sole discretion. The Consultant Firm must be capable and available to begin performing the work required by this RFP within one week of the execution of the contract.

Notwithstanding the expiration or termination of the Agreement, the Department 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 Department, in its sole discretion; the Consultant Firm will be required to continue to provide such services if so requested by the

Department, until a replacement Consultant can become completely operational. Any services performed during 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.

The Department, at its sole discretion, may cancel the contract, at any time, without material cause, upon seven 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 Department pursuant to the Contract, prior to such termination.

X. INSURANCE

The Consultant Firm selected for award shall maintain professional liability insurance in amounts/limits that the Department dictates are reasonable and adequate to protect the Department from acts, omissions, and negligence on the part of the firm and/or of its partners, attorneys, or employees.

The Consultant Firm shall furnish the Department with original certificates of insurance naming the Department as an additional insured and evidencing such coverage dictated by the Department on the effective date of the contract resulting from this RFP.

If the Consultant Firm fails to provide complete and adequate evidence of insurance coverage, the Department reserves the right to rescind its offer and award the contract to an alternate Proposer.

XI. Proposal Submittal

The State of New Jersey and the Department of Community Affairs assume no liability for payment of expenses incurred by bidders in preparing and submitting proposals in response to this procurement.

Proposals with all supporting material must arrive by **12:00 PM on Friday, August 24, 2018.**

If submitting by hand delivery or courier:

ATTN: Donald Palombi
New Jersey Department of Community Affairs
101 South Broad Street
Trenton, New Jersey 08608

If using USPS:

New Jersey Department of Community Affairs
Office of the Commissioner
ATTN: Donald Palombi
P.O. Box 800
Trenton, New Jersey 08625-0051

If submitting electronically:

Donald.Palombi@dca.nj.gov

If you anticipate submitting your proposal electronically, we cannot accept attachments of more than 10 MB in size.

All bid submissions must include completed mandatory compliance forms. These documents can be found at the following links:

- [NJ Standard Terms and Conditions.pdf](#)
- [Waiver and DPA Contract Checklist.pdf](#)

Click on this link for the NJSTART Vendor Portal: <https://www.njstart.gov/bs/>

It is the proposing firm's sole responsibility to ensure that all required documentation and submissions indicated by this RFP are included with the bid proposal. A proposal cannot be reviewed and evaluated unless and until all required information is received. Failure to provide all items as indicated in this document, in the level of detail specified, may prevent the Department from effectively and accurately evaluating the proposal and may result in rejection of the proposal.

Respondents should be aware that responses to this RFP will be available, upon request, for public inspection. The Department, 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.