

CITY OF WOODBURY
GLOUCESTER COUNTY, NEW JERSEY

REQUEST FOR PROPOSALS (RFP) FOR:
IMPROVEMENT DISTRICT FEASIBILITY PLAN

Contract Term

February 8, 2010-June 30, 2010

SUBMISSION DEADLINE

11:00 A.M.
TUES., FEBRUARY 2, 2010

ADDRESS ALL PROPOSALS IN THE FORM REQUIRED IN THE SPECIFICATIONS AND THREE (3) SIGNED COPIES (OPTIONAL 4TH COPY IN ELECTRONIC FORMAT) MUST BE DELIVERED TO:

ROBERT LAW
CFO/DEPUTY ADMINISTRATOR
CITY OF WOODBURY
33 DELAWARE ST., PO BOX 180
WOODBURY, NJ 08096

DESCRIPTION OF PROJECT

Through this Request for Proposals (RFP), the City of Woodbury seeks to engage the services of a professional consultant to assist the City of Woodbury and Main Street Woodbury, Inc., with investigating the feasibility of establishing a Special (Business) Improvement District within the City of Woodbury. A professional service contract shall be awarded through a Fair and Open process.

Scope of Work

The scope of services to be provided by the consultant will include:

- a. Work with and provide continual updates and status reports to the Executive Director of Woodbury Main Street, Inc.
- b. Review the existing central business district and mission of commercial, retail and residential uses
- c. Assess existing downtown area; describe commercial, retail and residential uses; recommend programs to revitalize downtown
- d. Employ a well thought-out planning process to ensure bricks and mortar projects funded with public funds are those that will make a difference in the economy of the downtown area
- e. Investigate the feasibility of establishing a downtown improvement district
- f. Participation at public meetings to solicit community input
- g. Organize community based consensus
- h. Develop geographic boundaries of proposed improvement district
- i. Outline steps to create downtown improvement district
- j. Develop approach to assessments
- k. Identify implementation costs, develop operating budget and 5-year plan
- l. Recommend district management corporation
- m. Assist the City of Woodbury and Woodbury Main Street, Inc. to build consensus
- n. Provide a final report, along with any other requirements contained in the NJDCA Improvement District Challenge Grant before the grant period ending June 30, 2010.
- o. Assist in the detailing the next steps to be taken, whether implementation of the City Downtown Improvement district or other options.

Time Schedule

The Plan must begin within thirty (30) days of the award of the contract by the City and be completed by June 1, 2010. The proposal shall specify the time schedule for completion of study and submission of a report.

Optional Services

The proposal shall indicate any optional services that the Consultant feels are required in order to address the City's goals in connection with this project.

Costs

The contract will be paid out of the NJDCA Improvement District Challenge Grant and City matching funds. There is a total of \$20,000 set aside for this project.

Administrative Information and Submittal Requirements

1. Respondents must provide the cost of Study and Plan broken down by individual task.
2. Describe the time frame to complete Study and Plan. Any response that the June 1, 2010 deadline by the City of Woodbury, will be deemed unresponsive.
3. Describe the experience of the project team with similar studies and plans, including the experience of any sub-contractors and other consultants to be utilized.
4. Project Organization
The Respondent shall submit a Project Organization Plan for this project. The plan should describe, in narrative form and as a chart, the Respondent's proposed organizational structure for this project. The chart shall display
 - The firms involved, its interrelationships and responsibilities
 - Key management personnel identified by name and firm.

Evaluation Criteria

Responses will be evaluated based upon the following criteria:

- Understanding the project's goals, nature, and scope (20 points)
- Demonstrated firm and staff qualifications, competency, and experience with similar marketing and planning studies (25 points)
- Innovativeness of proposal (10 points)
- Ability to provide qualified staff for the project (10 points)
- Demonstrated ability to incorporate citizen's input into the project (10 points)
- Project team's references (5 points)
- Price of the study (20 points)

Rights of the City of Woodbury

The City of Woodbury reserves, holds, and may exercise, at its sole discretion, the following rights and options with regard to the RFP process:

- To reject for any reason, any and all responses and components thereof and to eliminate any and all Respondents responding to the RFP from further consideration for this proposal.
- To eliminate any Respondent who submits incomplete, inadequate proposals or is not responsive.
- To reject any or all responses or any non responsive response.
- To supplement, amend, or otherwise modify the RFP.
- To waive any technical, or other, non-conformance of the response whether material or otherwise.
- To change or alter the schedule for any events called for in the RFP.

- To conduct investigations of any or all of the Respondents and their responses as the City deems necessary or convenient, to clarify the information provided as part of the response, including discussion with contact persons or prior clients, regulatory agencies and visits to any facility or projects referenced in its response, and to request additional information to support the information included in any response.
- To decline to award any agreement for any purpose.
- To abandon this procurement process at the city's convenience at any time for any reason.
- To accept the proposal that, in the City's sole judgment, best serves the interest of the City of Woodbury.
- To designate or consult with another agency, group, consultant, individual, or public body to act at any time during the term of this procurement process in its place or on its behalf.
- To award any agreement subject to final adoption of all necessary authorizations.
- To interview any and all Respondents.

PURPOSE OF THIS DOCUMENT AND ISSUING AGENCY

In 2008, the Mayor and Council and Main Street Woodbury, Inc. agreed to support the investigation of the feasibility of establishing a Special Improvement District within our downtown business district. The City is seeking an experienced consultant to guide it through the process of investigating the appropriateness and mission of a Special Improvement District, or other entity, that will best serve the quality of life interests of our residents and, in particular, the economic interests of our business community. The stakeholders include, but are not limited to: The City of Woodbury; Main Street Woodbury, Inc.; Woodbury Merchant & Professional Association, Inc.; and the Greater Woodbury Chamber of Commerce.

DELIVERABLES

The Consultant shall deliver three (3) copies of the final proposal. Also, if possible, one (1) additional proposal is requested in an electronic format.

CONTACT PERSON

Three (3) copies (and optional 4th copy in electronic format) of the Proposal must be submitted, **in a sealed envelope marked on the outside "IMPROVEMENT DISTRICT FEASIBILITY PLAN"** no later than 11:00 AM on Tuesday, February 2, 2010, to

City of Woodbury
33 Delaware Street, PO Box 180
Woodbury, New Jersey 08096
Attn: Robert Law, CFO/Deputy Administrator

QUALIFICATION STATEMENT

Consultants are invited to submit a Qualification Statement which shall be no more than three (3) typed, single sided, 8-1/2" x 11" sheets in length. The Qualification Statement must have the following information:

1. - A statement that your firm is interested in performing the work described in this Request for Proposals.
2. - The address of the office in which the work will be performed. The consultant shall furnish all equipment, office space, and supplies to perform the office work and fieldwork necessary for the completion of the project within the time period allotted.
3. - The name and title of the individuals who would be assigned to the project, including the Project Manager. Resumes of key personnel must be attached to the Qualification Statement. The Consultant shall not reassign the Project Manager to another project without the consent and approval of the City of Woodbury.
4. - A brief description or narrative demonstrating your understanding of the scope of work. The consultant must, in addition to the project scope requested, detail precisely what is included and excluded.

DUE DATE

Proposals must be received by the CFO/Deputy Administrator at the above address no later than 11:00 AM (EST) on Tuesday, **February 2, 2010**. All proposals should be presented in a sealed envelope. The CFO/Deputy Administrator, or staff members, will mark each envelope upon receipt; however, no proposal will be opened before 11:00 AM on Tuesday, **February 2, 2010**. Each respondent is solely responsible for assuring that its proposal is received by the Office of the CFO/Deputy Administrator prior to the due date established in the RFP. The CFO/Deputy Administrator shall not be responsible for late proposals, and late or incomplete proposals will not be accepted or considered. Also, no changes or supplements to the proposal will be allowed after the deadline, except for those provided for and/or requested by the CFO/Deputy Administrator. E-mailed or faxed proposals will not be accepted.

QUESTIONS REGARDING RFP

1. - Interested respondents may submit written questions (preferably via e-mail) regarding this RFP to Mr. Robert Law (856) 845-1300 ext. 129 or RLaw@woodbury.nj.us.
2. - Questions must be as short and concise as possible. Each question must cite the particular section of the RFP to which it relates.

3. - All questions must be received, via email at RLaw@woodbury.nj.us and rabbuzzese@mainstreetwoodbury.org by 12:00 Noon (EST) on **Monday, January 25, 2010**. Answers to written questions will be forwarded via e-mail by **Friday, January 29, 2010** to all respondents submitting a written question.
4. - Any oral explanations or instructions given during the RFP process shall not bind the CFO/Deputy Administrator or staff members.

FEE SCHEDULE

Consultants shall submit a proposed Fee Schedule valid for the Contract Year 2010, outlining the cost for each component of the project. The Fee Schedule shall be submitted in a separate envelope from the Proposal Statement.

CONSULTANT FEES AND METHOD OF PAYMENT:

1. - Consultant Fees

The basis of the compensation for the services requested under the proposal shall be as follows:

- a.) - Direct salary times a multiplier, plus direct expenses.
- b.) - The City of Woodbury will not reimburse the Consultant for premium pay for overtime unless prior approval in writing is granted by the City of Woodbury.
- c.) - The costs for Direct Expenses will be made based on the Consultant's proposal. No other out-of-pocket expenses will be reimbursed. The amount requested by the Consultant shall not exceed the amount paid. Expenses such as printing, reproduction, mileage, computer services, photography, subsistence, lodging, express-mail (except when directed by the City of Woodbury), telephone charges, postage, or travel, will not be approved and shall not be contained in the Consultant's proposal.

The amount requested by the Consultant for direct reimbursement for all sub-consultant work shall not exceed the amount contained in the proposal.

2. - Permit Fees

The City of Woodbury will pay for all permits directly to the agency(s) as necessary.

3. - Method of Payment

The Consultant may request partial payments at minimum intervals of one month, as the work is performed. Payments are subject to the submission of vouchers in accordance with the requirements of the City of Woodbury and subject to the City's customary procedures.

In support of a request for partial payment, the Consultant shall submit a certified payroll, dated and signed, which shall read as follows:

"I, (name of company official and title) do certify that during the period covered by this payment request, all personnel listed on the attached certified payroll were gainfully employed in service for the City of Woodbury, and their classification, pay rate, hours worked, and amount earned is a true and accurate report".

4. - Delays

The Consultant shall indicate his average project salaries for each title within his proposal for the purpose of determining his maximum fee limit. The Consultant shall assume a project duration which may escalate the average salaries accordingly. In submitting a proposal, the Consultant must make allowances for lengthy review periods by the various agencies having jurisdiction over certain aspects of the project and state the time allowance anticipated. The proposal shall clearly show the current average salary.

SUB-CONSULTANTS

As deemed necessary by the prospective Consultant or as required by law, the prospective consultant shall retain the services of other licensed professionals. The use of any sub-consultant or technical service support organization must be identified to and approved by the City of Woodbury.

Professional services retained as part of this paragraph shall be separate agreements between the prospective Consultant and the licensed professional. The City of Woodbury will not have any direct contractual responsibility with said sub-consultant and the Consultant will assume all responsibility and hold City of Woodbury harmless.

The Consultant may request partial payment for subcontracted work as it is being performed as a direct expense. A copy of the sub-consultant invoices must accompany the Consultant's voucher to the City of Woodbury.

The Consultant shall be responsible for all work done by the sub-consultant.

SELECTION CRITERIA, EVALUATION OF PROPOSALS, AND BASIS OF RECOMMENDATION

The CFO/Deputy Administrator and the Executive Director of Main Street Woodbury, Inc. will review and evaluate Proposals received from eligible Consultants in response to this RFP and, if a selection is made, will make a recommendation to award to the City Council of the City of Woodbury in accordance with the general criteria defined below. The following shall not replace the point system above mention. But rather, provide further explanation.

1. - The Consultant's overall approach in providing a comprehensive plan and understanding of the services requested, including completeness and clarity of submission, and qualitative nature of the services proposed.
2. - The Consultant's demonstrated ability, organizational capacity, financial stability and capacity to carry out, in a timely manner, the services as specified in the RFP.
3. - The Consultant's qualifications, proven record, and experience including referrals in providing the type of professional planning services requested in the RFP.
4. - Personnel qualifications (i.e., resumes of key personnel who will be responsible for and assigned to the project).
5. - Location of office where work will be performed and availability of personnel to respond to the City's requests in a timely manner.
6. - Reasonableness and amount of the proposed cost.
7. - The CFO/Deputy Administrator may determine other criteria, in addition to, or in lieu of, the criteria described above, as it deems necessary and appropriate.

GENERAL REQUIREMENTS

The following items shall be submitted with the Qualification Statements and Fee Schedule:

1. - Completed Non-Collusion Affidavit Form.
2. - Completed Stockholder Disclosure Statement Form.
(N.J.S.A. 52:25-24.2 (P.L. 1977 c 33))
3. - Completed Required Evidence Affirmative Action Regulation Form.
(P.L. 1975, C 127 (N.J.A.C. 17:27))
4. - Copy of your Firms' State of New Jersey Business Registration Certificate from the NJ Department of Treasury, Division of Revenue.
(Section 1 P.L. 2001, c.134 (C.52: 32-44 et al.) or subsection e. or f. of Section 92 of P.L. 1977, c.110 (C.5: 12-92))
5. - Partnership Disclosure Statement.
6. - Business Entity Disclosure Certification
(N.J.S.A. 19:44A-20.8)

INSURANCE

The Consultant shall indicate within his proposal that the City of Woodbury's insurance requirements will be fulfilled. The City of Woodbury's insurance requirements are as follows:

1. - Liability Insurance

With respect to the operations he/she performs on the project and also those performed by sub-consultants, including the operation of all motor vehicles, the Consultant shall carry for the duration of the project, with the City of Woodbury being named as additional insured party for items (a) and (b) below, the following minimum liability insurance coverage at no direct cost to the City of Woodbury, said coverage to be provided by an insurance company or companies satisfactory to the City of Woodbury. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless.

- (a) Comprehensive General Liability Insurance with a combined single limit of not less than \$3,000,000.00 per occurrence for bodily injury and property damage. The policy shall be endorsed to include products/completed operations, independent Consultants, contractual and broad form property damage liability coverage.
- (b) Comprehensive Automobile Insurance covering the Consultant for claims arising from owned, hired or non-owned vehicles with a combined single limit of not less than \$1,000,000.00 per occurrence for bodily injury and property damage.

2. - Professional Services Liability Insurance

The Consultant shall secure and maintain for the duration of the project at no direct cost to the City of Woodbury a professional liability insurance policy in the minimum amount of \$1,000,000.00. The Consultant may, at his/her discretion, obtain a policy containing such a clause; the Consultant shall be liable as stated above herein, to the extent of the deductible amount. The Consultant shall continue this liability insurance coverage for a period of three (3) years from the final payment of the project.

3. - Workmen Compensation and Employment Liability Insurance

The Consultant shall secure and maintain at no direct cost to the City of Woodbury for the life of the project, Workers Compensation and Employer's Liability Insurance covering all employees engaged in performance of the project in accordance with the applicable statute.

4. - Certificate of Insurance

The Consultant shall, upon acceptance of their proposal, furnish to the City of Woodbury on a form approved by the City of Woodbury, a Certificate of Insurance, fully executed by an insurance company or companies satisfactory to the City of Woodbury for the

insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance. A 30-day notice of cancellation provisions is to be inserted for the City of Woodbury in the event of cancellation. If, in the course of the performance of the project, the Consultant is unable to obtain sufficient insurance, the City of Woodbury may terminate the contract. The Certificate of Insurance must include an endorsement that modifies insurance provided under General Liability Coverage to include the City of Woodbury and Main Street Woodbury, Inc. as additional insured.

REQUEST FOR QUALIFICATIONS CHECKLIST

DOCUMENTS THAT WILL BE REQUIRED PRIOR TO A CONTRACT EXECUTION:

- A. ___ An original and three (3) signed copies (optional 4th copy in electronic format) of your complete proposal (to be submitted with RFP)
- B. ___ Non-Collusion Affidavit properly notarized
- C. ___ Owners Disclosure Statement, properly notarized, listing the names of all persons owning ten (10) percent or more of the proposing entity.
- D. ___ Authorized signatures on all forms.
- E. ___ Business Registration Certificate(s)
- F. ___ Partnership Disclosure Statement
- G. ___ Affirmative Action Statement

Note: N.J.S.A 52:32-44 provides that the City shall not enter into a contract for goods or services unless the other party to the contract provides a copy of its business registration certificate and the business registration certificate of any subcontractors at the time that it submits its proposal. The contracting party must also collect the state use tax where applicable.

THE UNDERSIGNED HEREBY ACKNOWLEDGES AND WILL SUBMIT
THE ABOVE LISTED REQUIREMENTS PRIOR TO EXECUTION OF CONTRACT.

NAME OF PROPOSER:

Person, Firm or Corporation Date

BY: (PRINT NAME)
(TITLE)

BY: (SIGNATURE)
(TITLE)

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the 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 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 employ minority and women workers consistent with the applicable City employment goals established in accordance with N.J.A.C. 17:27-5.2 or

a binding determination of the applicable City employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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 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 personnel 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 applicable 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 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 subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF GLOUCESTER
CITY OF WOODBURY

SS:

I AM _____

OF THE FIRM OF _____

UPON MY OATH, I DEPOSE AND SAY:

1. THAT I EXECUTED THE SAID PROPOSAL WITH FULL AUTHORITY SO TO DO;
2. THAT THIS PROPOSER HAS NOT, DIRECTLY OR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FAIR AND OPEN COMPETITION IN CONNECTION WITH THIS ENGAGEMENT;
3. THAT ALL STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THIS AFFIDAVIT ARE TRUE AND CORRECT, AND MADE WITH FULL KNOWLEDGE THAT THE CITY OF WOODBURY RELIES UPON THE TRUTH OF THE STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THE STATEMENTS CONTAINED IN THIS AFFIDAVIT IN AWARDING THE CONTRACT FOR THE SAID ENGAGEMENT; AND
4. THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED TO SOLICIT OR SECURE THIS ENGAGEMENT AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE, EXCEPT BONA FIDE EMPLOYEES OR BONA FIDE ESTABLISHED COMMERCIAL SELLING AGENCIES OF THE PROPOSER. (N.J.S.A.52: 34-25)

SUBSCRIBED AND SWORN TO

BEFORE ME THIS _____ DAY

OF _____ 20____.

(TYPE OR PRINT NAME OF
AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF

MY COMMISSION EXPIRES: _____, 20____.

OWNER DISCLOSURE INFORMATION

Set forth below are the names and addresses of all owners of 10% or more of the proposing business entity.

Name: _____
Name: _____

Address: _____
Address: _____

Name: _____
Name: _____

Address: _____
Address: _____

Name: _____
Name: _____

Address: _____
Address: _____

NAME OF BUSINESS ENTITY

SIGNATURE
TITLE

Notary Public of
My Commission Expires: _____, 20____.

PARTNERSHIP DISCLOSURE STATEMENT
(To be submitted with proposal)

(a) Is or was anyone in your firm or company a member of the City Council within the last calendar year or a member of his/her immediate family? If yes, then provide the name of the individual below and his/her relationship.
Yes _____ No _____

Name Position Relationship

(b) Has any principal/partner of your firm been convicted of a indictable offense? If yes, then please provide further explanation and copies of any relative documents.
Yes _____ No _____

Name Date

(c) Has any individual who would provide service under this contract ever been sanctioned by the appropriate licensing board?
Yes _____ No _____

Name Position Term
Reason for censure:

(d) Has the firm been found liable for professional malpractice in the last 5 years?
Yes _____ No _____

Reason for Action:

(e) Has any member of your firm ever been barred from doing business with any state, City or municipal government? If yes, then please provide further written explanation including date and copies of relevant documentation.
Yes _____ No _____

Name State/County/Municipality Date

(f) Has your firm sued the City of Woodbury in the past five (5) years? If yes, then please identify the matter/case and provide further written explanation including date and copies of relevant documents.
Yes _____ No _____

Name Date