

**SOUTH JERSEY ECONOMIC DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSALS**  
**Grant Writing**  
**DEADLINE FOR SUBMISSION**

**Tuesday, September 11, 2012**

**10:00AM**

Send responses to:

Kimberly E. Wood  
Deputy County Administrator  
County of Cumberland  
790 E. Commerce St.  
Bridgeton, NJ 08302

All questions should be submitted in writing no later than Monday August 27, 2012 to:  
[kimwo@co.cumberland.nj.us](mailto:kimwo@co.cumberland.nj.us)

## **I. Introduction**

The South Jersey Economic Development District was created to act as a support mechanism to improve and to strengthen the development and planning programs of the counties (Atlantic, Cape May, Cumberland and Salem), and to provide a genuine regional perspective on approved economic development projects which have a regional impact. The SJEDD is committed to building a firm foundation to encourage economic growth in the future, by continually assessing opportunities that will better serve the needs of the region and the individual municipalities. The SJEDD is working to enhance the quality of life of the community where projects are initiated. Communities strive to present viable projects to the SJEDD in anticipation of increasing private sector investment, creating new job opportunities and improving its overall image.

The District consists of a Board of Directors, Executive Committee, other subcommittees of the Board, Council of Economic and Planning Directors and special planning teams as the Board may designate. The District has a full time "Program Coordinator" to oversee the day to day operation of SJEDD.

The Board of Directors is comprised of representatives from each of the member counties. The representatives come from the following member categories as appropriate depending on the county in membership.

1. County Government.
2. Local Government
3. Economic Development
4. District Planning
5. Private Representation

The Executive Committee consists of the Officers of the Board of Directors. The Committee shall act on behalf of the board between regular meetings subject to ratification at the next meeting of the Board of Directors.

The South Jersey Economic Development District is currently facing three key challenges that must be rectified in order to survive. Greater Board member involvement is key; expand the Executive Committee. Current structure restricts information flow to the entire Board; Increase the meetings to once a month to keep Board members up to date on District activities; Ensure that a formal annual budget is introduced that covers all District activities, not just the planning grant.

## **II. Description of Services**

The South Jersey Economic Development District is interested in contracting with a consultant to assist the program coordinator with the implementation of the District's charge.

The South Jersey Economic Development District Organization shall engage in the full range of economic development activities listed in its Economic Development Authority (EDA)-approved Comprehensive Economic Development Strategy (CEDS). These activities may include:

1. Coordinating and implementing economic development activities in the District;
2. Carrying out economic development research, planning, implementation and advisory functions identified in the CEDS document; and
3. Coordinating the development and implementation of the CEDS with other local, State, Federal and private organizations

Services to be included but not limited to:

1. At the direction of the District Board, work collaboratively with Project Coordinator to fulfill the three elements listed above and to coordinate and implement activities that include research and planning.
2. Identify and alert the Board to potential grant and other funding sources for such District projects and initiatives.
3. When requested, attend regularly scheduled District Board meetings regarding various projects and initiatives and advise such officials with respect to grant and other funding opportunities for such projects and initiatives.
4. Upon notification by the District, the consultant shall take all actions necessary to prepare and submit the grant/funding application to the appropriate entity in accordance with the timelines and procedures specified for each respective submission. These actions shall include but not be limited to, gathering the necessary application information, meeting with District officials, coordinating with appropriate agencies and/or individuals, attending required public meetings /forums, preparing Citizen Participation Plans, preparing Environmental Review Records, etc.
5. The consultant shall, if the grant is approved, with amounts and conditions satisfactory to the District, administer together with project coordinator the implementation of the project to ensure that the District and or other parties involved in the project are aware of and abide by all terms and conditions established in the grant agreement.
6. Respondents must be familiar with the State, Federal and other potential grant funding sources and must be equally familiar with the methodology required for obtaining such grant funding sources.

7. Respondents must be knowledgeable of and abide by all Local, State, Federal and other regulations that apply to these services.
8. Respondents must be knowledgeable of methodologies including but not limited to United States Economic Development Authority, (USEDA), United States Department of Agriculture (USDA), New Jersey Economic Development Authority (NJEDA), and New Jersey Department of Community Affairs (NJCA).
9. Respondents must be familiar with the administration of a public entity.
10. Respondents must have experience with economic development in New Jersey.

### **III. Proposal Requirements/Qualifications Statement**

Respondents shall address their ability to provide the services and responsibilities delineated in Section II entitled "Description of Services".

Respondents shall describe any services and responsibilities not delineated in Section II "Description of Services" that, if awarded a contract, they would provide.

Respondents shall specify a fixed fee associated with performing the requirements of this contract together with a proposed revenue sharing of grant administration fees. Consideration should be given to the fact that the District's operating budget currently relies on approximately \$104,000 per year in administration fees. Therefore, the first \$104,000.00 will go directly to the District Budget. Thereafter, a mutual revenue sharing arrangement will be put into place as agreed upon by both parties.

Respondents shall also specify any reimbursable expenses, including but not limited to, mileage, tolls reproduction of documents, etc. that may be charged to the District while performing the requirements of this contract.

Respondent shall submit licenses, certifications, resumes etc., for any of their staff who may be providing services to the District as part of this contract.

Respondent shall provide the location of their office(s) that would be serving the District.

Respondent may describe any value added services that may not have been addressed in this RFP that they feel should be considered by the officials evaluating their proposal submission.

The following items should also be included:

1. Affirmative Action Form
2. New Jersey Business Registration Certificate
3. New Jersey Pay to Play Form -- Political Disclosure
4. Chapter 33 - Corporate Disclosure
5. Non - Collusion

#### **IV. Evaluation Review and Rejection of Process**

The District reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the District that such respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The District reserves the right to waive any minor informality in the RFP.

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest ranking respondent will then be recommended to the governing body for award of contract, based on the following:

- Understanding of the requested work - The proposals will be evaluated for general compliance with the instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualifications of proposals.
- Knowledge and Technical Competence – This includes the ability of the respondent to perform all of the tasks and adequately fulfill the requirements specified herein.
- Management, Experience and Personnel Qualifications – Expertise of the firm shall be demonstrated by past contract successes providing government agencies with similar services. The respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in the RFP. IN addition to relevant experience, respondents shall provide personnel qualifications in the proposal.
- Cost of Services – Based on proposal submitted herein.

## **V. General Information**

The respondent shall purchase and maintain during the entire period of this contract, Professional Liability Insurance which shall protect the contractor and the District from any and all claims that may arise out of or result from the contractor's performance of this contract. A Certificate of Insurance in the amount of one million (\$1,000,000.00) annual aggregate shall be provided to the District prior to contract award.

The contractor agrees to indemnify and save the District, its officers, agents and servants from any and all losses, claims, actions, costs, expense, judgments or other expenses, including attorney's fees and defense costs, by reason of any real or alleged injury or damage to the person or property of others arising out of or incidental to the performance of the terms of this contract.

The contractor shall not be considered in any respect an employee or agent of or for the District in the performance of this agreement, but is expressly stated and agreed to be an independent contractor.

The contract shall commence on October 1, 2012.

The contract shall be subject to budgetary appropriations by the South Jersey Economic Development District.

Either party may cancel this contract by providing sixty (60) calendar days written notice to the other party.

The District may terminate this agreement without prior notice where the County has cause for doing so. "Cause shall include but not be limited to act(s) or failure(s) to act by the contractor which are clearly immoral, unethical or negligent or not in compliance with the terms and conditions of this agreement.

Any contract awarded pursuant to the Request for Proposals shall be construed and interpreted in accordance with the Law of the State of New Jersey.

The District reserves the right to conduct in person interviews. Firms selected for in person interviews shall be prepared to discuss in detail all services they propose to provide as part of this contract.

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27**

**(REVISED 9/7/10)**

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

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

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

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with 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, and labor unions, that it does not discriminate on the basis

of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

1. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

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



**EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

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

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the County, prior to execution of the contract, one of the following documents:

**Goods and General Service Vendors**

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the County and the Division. This approval letter is valid for one year from the date of issuance.

**Do you have a federally-approved or sanctioned EEO/AA program? Yes  No**

**If yes, please submit a photostatic copy of such approval.**

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the County as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

**Do you have a State Certificate of Employee Information Report Approval? Yes  No**

**If yes, please submit a photostatic copy of such approval.**

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the County. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Failure by the respondent to complete and return this notice with their proposal submission shall be cause for their proposal to be rejected as non-responsive**

**STATEMENT OF CORPORATE OWNERSHIP**  
**N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)**

**FAILURE BY THE RESPONDENT TO SUBMIT**  
**THE REQUIRED INFORMATION IS CAUSE FOR AUTOMATIC REJECTION**

**Check one:**

- I certify that the list below contains the names and addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check which business entity applies:**

- Partnership
- Corporation
- Sole Proprietorship
- Limited Partnership
- Limited Liability Partnership
- Limited Liability Corporation
- Subchapter S Corporation
- Not For Profit Corporation
- Other \_\_\_\_\_

**Complete if respondent is one of the four types of corporations listed above:**

Date Incorporated: \_\_\_\_\_ Where Incorporated: \_\_\_\_\_

**Business Address:**

Name of business: \_\_\_\_\_

Street address: \_\_\_\_\_

Post office box number/address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

(Statement of Corporate Ownership continued on next page)

(Statement of Corporate Ownership continued)

List below the names and addresses of all stockholders, partners or individuals who own 10% or more of its stock of any classes or who own 10% or greater interest therein.

Stockholders

Home Address

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LEGAL NAME OF RESPONDENT: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**FAILURE BY THE RESPONDENT TO SUBMIT  
THE REQUIRED INFORMATION IS CAUSE FOR AUTOMATIC REJECTION**

## AMERICANS WITH DISABILITIES ACT MANDATORY LANGUAGE

### Equal Opportunity for Individuals with Disabilities

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. s12101 et seq.), which Prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

NON- COLLUSION AFFIDAVIT

State of \_\_\_\_\_

ss:

County of \_\_\_\_\_

I, \_\_\_\_\_ residing in \_\_\_\_\_  
Name of Affiant Name of Municipality

In the county of \_\_\_\_\_ and the State of \_\_\_\_\_

Of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm \_\_\_\_\_

The bidder making the proposal for the above named project and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct and made with full knowledge that the South Jersey Economic Development District in the State of New Jersey relies upon the truth of the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona die employees or bona fide established commercial or selling agencies maintained by

\_\_\_\_\_  
Name of Contractor

**(NJSA 52:34-15.**

**Subscribed and sworn to**  
Before me this day \_\_\_\_\_ 2012.

\_\_\_\_\_  
SIGNATURE OF AFFIANT

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Typed or Printed Name of Affiant

My Commission expires \_\_\_\_\_  
Month, Day, Year,

Failure by the respondent to complete and return this affidavit with their proposal submission shall be cause for their proposal to be rejected as non-responsive.

## Proposal Document

### To the South Jersey Economic Development District

The undersigned declares that he/she has read the Notice, Instructions, Affidavits, and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to provide the materials and services described and proposed herein for the following:

Name of Service: Providing Grant writing and related consultant services for the South Jersey Economic Development District.

Respondents shall specify a fixed fee associated with performing the requirements of this contract together with proposed revenue sharing of grant administration fees.

Fixed Fee \$ \_\_\_\_\_

**STATEMENT OF AUTHORITY**

**RFP SUBMITTED FOR:**

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

RFP SUBMITTED BY: \_\_\_\_\_  
(Please Print)

SIGNATURE: \_\_\_\_\_  
(Please Sign)

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ EXTENSION: \_\_\_\_\_

FACSIMILE: \_\_\_\_\_

TAXPAYER IDENTIFICATION NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**By submitting and signing this RFP, we certify that we  
are familiar with all conditions and requirements of this RFP**