

Jersey City Redevelopment Agency

REQUEST FOR QUALIFICATIONS

Salary Survey and Compensation Study

Qualification Term

December 20, 2022 to December 20, 2023

SUBMISSION DEADLINE

11:00 A.M.

December 14, 2022

ADDRESS ALL PROPOSALS TO:

**Jesamil Lozano
Assistant to Executive Director
Jersey City Redevelopment Agency
4 Jackson Square
Jersey City, New Jersey 07305
201-761-0821**

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING STATEMENT OF QUALIFICATION

Jersey City Redevelopment Agency
4 Jackson Square
Jersey City, NJ 07305

CONTACT PERSON

Jesamil Lozano
Jersey City Redevelopment Agency
4 Jackson Square
Jersey City, NJ 07305
201-761-0821

PURPOSE OF REQUEST

The Jersey City Redevelopment Agency (“Agency”) is requesting qualification statements from qualified individuals and consulting firms for the review and analysis of salary and overall compensation systems. Our desire is to obtain a consultant who will assist the Agency in reviewing its existing job description and compensation system including all benefits, analyze the current jobs performed by employees, determine the correct market pay for each position, establish the market value of the employee benefits package and provide a market analysis of the total compensation package including salary and benefits. We expect the consultant to make recommendations for improvements to the existing system or implementation of a new compensation system along with any adjustments to pay and benefits that may be needed. To be considered, a vendor must be a full-service consulting firm with expertise in evaluating pay scales, benefits, job descriptions and market pay/benefit analyses. The consultant should be able to provide references from other municipalities or government agencies where similar work was performed. One or more individuals/firms may be selected to provide services. If selected, the Board of Commissioners of the Agency will approve a resolution pre-qualifying the individual(s)/firm(s). Thereafter, the Agency may elect to award contracts utilizing vendors from its pre-qualified list during the qualification term.

PERIOD OF QUALIFICATION

December 20, 2022 through December 20, 2023

CONTRACT FORM

If, after being qualified by the governing body of the Agency, an individual/firm is selected to provide services, such Successful Respondent shall be required to execute the Agency’s form of contract, which includes indemnification, insurance, termination, and licensing provisions. A complete copy of a draft Agency contract is available upon request.

GLOSSARY

The following definitions shall apply to and are used in this RFQ:

“Agency” - refers to the Jersey City Redevelopment Agency.

“City” - refers to the City of Jersey City.

“Qualification Statement” - refers to the complete responses to this RFQ submitted by the Respondents.

“Qualified Respondent” - refers to those Respondents who in the sole judgment of the Agency have satisfied the qualification criteria set forth in this RFQ.

“RFQ” - refers to this Request for Qualifications, including any amendments thereof or supplements thereto.

“Respondent” or “Respondents” - refers to the interested persons and/or firm(s) that submit a Qualification Statement.

SECTION 1 INTRODUCTION AND GENERAL INFORMATION

1.1. Introduction and Purpose

The Agency is soliciting Qualification Statements from interested persons and/or firms for the provision of professional services, as more particularly described herein. Through a RFQ process described herein, persons and/or firms interested in assisting the Agency with the provision of such services must prepare and submit a Qualification Statement in accordance with the procedure and schedule in this RFQ. The Agency will review Qualification Statements only from those persons and/or firms that submit a Qualification Statement which includes all information required to be included as described herein.

The Agency intends to qualify persons and/or firm(s) that:

- a. possess the professional, financial and administrative capabilities to provide the proposed services; and
- b. will agree to work under the compensation terms and conditions determined by the Agency.

1.2. Procurement Process and Schedule

The selection of Qualified Respondents is not subject to the bidding provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. The selection of Qualified Respondents is subject to the “New Jersey Local Unit Pay-to-Play” Law, N.J.S.A. 19:44A-20.4 et seq. In addition, the selection of the Qualified Respondents is also subject to the City of Jersey City Contractor Pay-to-Play local requirements, City Ordinance 08-128. The Agency has structured a procurement process that seeks to obtain the desired results described above, while establishing a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a Qualification Statement in response to the RFQ. Qualification Statements will be evaluated in accordance with the criteria set forth in this RFQ, which will be applied in the same manner to each Qualification Statement received.

Qualification Statements will be reviewed and evaluated by the Agency’s executive staff. The Qualification Statements will be reviewed to determine if the Respondent has met the minimum professional, administrative and financial qualifications described in this RFQ. Based upon the totality of the information contained in the Qualification Statement, including information about the reputation and experience of each Respondent, executive staff will determine which Respondents are qualified under the criteria stated herein.

The RFQ process commences with the issuance of this RFQ. The steps involved in the process and the anticipated completion dates are set forth in Table 1, Procurement Schedule. The Agency reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential Respondents who have received a copy of this RFQ.

All communications concerning this RFQ or the RFQ process shall be directed to the Agency’s designated contact person, in writing.

Qualification Statements must be submitted to, and be received by, the Agency via mail or hand delivery by **11:00 a.m. prevailing time on December 14, 2022.** Qualification Statements submitted via hand delivery must be delivered to the Agency’s offices on Mondays through Thursdays only, between the hours of 10:00 a.m.–4:00 p.m. Qualification Statements shall be opened in public in the Agency’s Conference Room located at 4 Jackson Square, Jersey City, New Jersey.

Subsequent to issuance of this RFQ, the Agency (through the issuance of addenda to all persons and/or firms that have received a copy of the RFQ) may modify, supplement or amend the provisions of this RFQ in order to respond to inquiries received from prospective Respondents or as otherwise deemed necessary or appropriate by and in the sole judgment of the Agency. Respondents are responsible to check the website to verify whether or not any addenda have been posted.

TABLE 1
PROCUREMENT SCHEDULE

ACTIVITY	DATE
1. Issuance of Request for Qualifications	November 22, 2022
2. Receipt of Qualification Statements	December 14, 2022
4. Qualifying Firms	December 20, 2022
5. Qualification Term	December 2022– December 2023

1.3 Conditions Applicable to RFQ

Upon submission of a Qualification Statement in response to this RFQ, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Qualification Statement:

1. This document is an RFQ and does not constitute a Request for Proposals (“RFP”).
2. This RFQ does not commit the Agency to issue an RFP.
3. All costs incurred by the Respondent in connection with responding to this RFQ shall be borne solely by the Respondent.
4. The Agency reserves the right, in its sole judgment, to reject any and all responses and components thereof and to eliminate any and all Respondents responding to this RFQ from further consideration for this procurement.
5. The Agency reserves the right, in its sole judgment, to reject any Respondent that submits incomplete responses to this RFQ, or a Qualification Statement that is not responsive to the requirements of this RFQ.
6. The Agency reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFQ, or otherwise request additional information.
7. All Qualification Statements shall become the property of the Agency and will not be returned.

8. The Agency may request Respondents to interview with the Agency.
9. Any and all Qualification Statements not received by the Agency **by 11:00 a.m. prevailing time on December 14, 2022** will be rejected.
10. Neither the Agency nor its officers, officials or employees shall be liable for any claims for damages resulting from the solicitation or preparation of the Qualification Statement, nor will there be any reimbursement to Respondents for the cost of preparing and submitting a Qualification Statement or for participating in this procurement process.

1.4. Rights of Agency

The Agency reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFQ and the procurement process in accordance with the provisions of applicable law:

1. To determine that any Qualification Statement received complies or fails to comply with the terms of this RFQ.
2. To supplement, amend or otherwise modify the RFQ through issuance of addenda to all prospective Respondents who have received a copy of this RFQ.
3. To waive any technical non-conformance with the terms of this RFQ.
4. To change or alter the schedule for any events called for in this RFQ upon the issuance of notice to all prospective Respondents who have received a copy of this RFQ.
5. To conduct investigations of any or all of the Respondents, as the Agency deems necessary or convenient, to clarify the information provided as part of the Qualification Statement and to request additional information to support the information included in any Qualification Statement.

6. To suspend or terminate the procurement process described in this RFQ at any time, in its sole discretion. If terminated, the Agency may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

7. The Agency shall be under no obligation to complete all or any portion of the procurement process described in this RFQ.

1.5 Addenda or Amendments to RFQ

During the period provided for the preparation of responses to the RFQ, the Agency may issue addenda, amendments, or answers to written inquiries. Those addenda will be noticed by the Agency and will constitute a part of the RFQ. All responses to the RFQ shall be prepared with full consideration of the addenda issued prior to the Qualification Statement submission date.

1.6 Cost of Qualification Statement Preparation

Each Qualification Statement and all information required to be submitted pursuant to the RFQ shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against the Agency, its officers, officials or employees for reimbursement for the payment of costs or expenses incurred in the preparation of the Qualification Statement or other information required by the RFQ.

1.7 Qualification Statement Format

Qualification Statements must cover all information requested in this RFQ. Qualification Statements which in the judgment of the Agency fail to meet the requirements of the RFQ or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

SECTION 2 **SCOPE OF SERVICES**

2.1 General Scope of Services

It is the intent of the Agency to solicit Qualification Statements from Respondents that have expertise in the provision of professional services as described below. Respondents must demonstrate that they will have the continuing capabilities to perform these services. The Successful Respondent(s) will provide the Agency with professional salary survey and compensation study in connection with, but not necessarily limited to, the scope described below.

2.2 Description of Services

The study shall evaluate the present salary structure as compared to the specific job market for comparable positions in the private sectors. The consultant shall perform or provide the following:

1. The consultant will review the current job descriptions and compensation system and determine whether a new compensation system would be needed to assure internal equity and external competitiveness.
2. Conduct a comprehensive survey of external regional labor markets impacting market competitiveness for all positions in the Agency.
3. This shall include public sector and private sector jobs with the same essential duties and functions.
4. This will include a review and market analysis of salary and benefits.
5. Make recommendations for changes to current classification system or adoption of a newly designed compensation system, which assures internal equity and external competitiveness.
6. The method in which to perform this analysis is to be determined by the consultant, but should be based on wages and benefits established for the 2023 calendar year.
7. The consultant will provide the Agency with a copy of the final compensation study and proposed salary structure.
8. Design an implementation strategy for any updated compensation system with the lowest financial impact and greatest gain to positions that fall outside of a designated range. The implementation plan should contain the total cost for implementation beginning January 1, 2023. The consultant will provide the Agency with a copy of the implementation strategy.
9. If the compensation system is implemented, provide training to the Management Team on the utilization and maintenance of the system. Additionally, provide necessary documentation and other materials for the Agency to maintain the system independently of the consultant following the implementation of the job evaluation/compensation plan. Provide the Agency with soft copies of training materials and policies and procedures for the maintenance of the system.
10. As an option, provide a proposal for an annual review and update of the market analysis for each position including a description of the factors to be reviewed, methodology, final report, and staff training.
11. Provide pricing for future individual job description grading on an as-needed basis.

SECTION 3
SUBMISSION REQUIREMENTS

3.1 General Requirements

The Qualification Statement submitted by the Respondent must meet or exceed the professional, administrative, and financial qualifications set forth in this Section 3 and shall incorporate the information requested below.

In addition to the information required as described below, a Respondent may submit supplemental information that it feels may be useful in evaluating its Qualification Statement. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

3.2 Administrative Information Requirements

The Respondent shall, as part of its Qualification Statement, provide the following information:

12. An executive summary (not to exceed two (2) pages) of the information contained in all the other parts of the Qualification Statement.
13. Name, address, and telephone number of the Respondent submitting a qualification Statement pursuant to this RFQ, and the name of the key contact person.
14. The number of years Respondent has been in business under the present name.
15. The number of years Respondent has been under the current management.
16. Any judgments within the last three (3) years in which Respondent has been adjudicated liable for professional malpractice. If any, please explain.
17. Whether the Respondent is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.
18. Confirmation of appropriate federal and state licenses to perform activities, to include copies of appropriate license(s) for the lead staff(s) proposed for the work.
19. Completed certificates, forms and other paperwork as set forth in this RFQ.

3.3 Professional Information Requirements

1. Respondent shall submit a description of its overall experience in providing the type of services sought in the RFQ. At a minimum, the following information on past experience should be included as appropriate to this RFQ:
 - a) Description of Respondent's education, experience, qualifications, number of years with the firm and a description of their experience with redevelopment projects;
 - b) Explanation of how experience relates to the services described in Section 2; and
 - c) Name, address and contact information of at least four (4) references who have knowledge of such services.
2. Brief description of Respondent's relevant clients, including municipal government clients, during the last three (3) years. Contact information for the recipients of the similar services must be provided. The Agency may obtain references from any of the parties listed.
3. Resumes of key employees, including those individuals who are expected to perform the tasks described in the scope of services described herein.
4. A narrative statement of the Respondent's understanding of the Agency's needs and goals.
5. List all immediate relatives of Principal(s) of Respondent who are Agency and/or City employees or elected officials of the Agency. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, sibling, child, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws or anyone living in Respondent's household.
6. A billing rate sheet identifying cost details including, but not limited to, the hourly rates of each of the individuals who will be performing services, expenses, unit pricing for laboratory analysis, and subcontractors.

3.4 Indemnification and Insurance Requirements

1. The Successful Respondent shall be liable to, and hereby agrees to indemnify, defend, save and hold harmless the Agency, the City and the EPA, and their respective employees, officers, commissioners, directors and officials, from any and all damages and from costs and expenses, including reasonable legal fees and costs, to which the Agency and/or the City and their respective employees, officers, commissioners, directors and officials may be subjected or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death, arising out of and/or to the extent resulting from any negligent act, error, omission, or willful misconduct of the Agency and/or the City and/or the Successful Respondent, or its officers, employees, contractors or agents, in the performance of this

Agreement. This requirement of the Successful Respondent to indemnify, defend and hold harmless the Agency and/or the City shall apply regardless of whether the loss, property damage, bodily injury or death arose out of the Agency and/or the City's own alleged acts and/or omissions. This requirement of the Successful Respondent to indemnify, defend and hold harmless the Agency and/or the City shall apply in the case of damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract.

2. This contractual indemnification requirement shall not apply to any claims of professional negligence. However, the Agency and/or the City's right to seek common law indemnification from Successful Respondent or to otherwise pursue any kind of claim arising from or relating to any act or omission by the Successful Respondent shall not be abridged, modified or curtailed in any way.
3. A. Successful Respondent shall procure, purchase and maintain the following insurance during the term of its contract with the Agency. The insurance policies described herein shall be kept in force until submission of final invoices by Successful Respondent for all Services required hereunder.

- i. **Professional Liability Insurance.** Successful Respondent shall, at its own cost and expense, obtain and keep in force during the term of the Contract, a policy of professional liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per claim, and Two Million Dollars (\$2,000,000.00) in the aggregate.

- ii. **Automobile Liability Coverage.** Successful Respondent shall, at its own cost and expense, obtain and keep in full force during the term of the Contract automobile liability coverage of not less than Three Hundred Thousand Dollars (\$300,000.00) combined single limit for bodily and property damage liability ("Automobile Liability Coverage").

B. The following riders shall be made a part of the policies described above:

- i. The CGL and Automobile Liability Coverage policies obtained by Successful Respondent pursuant to the Contract shall name the Agency and the City as additional insureds and shall list the locations and properties by Tax Block, Tax Lot and address where the Professional Services will be performed. Such coverage shall be primary and non-contributory over any other coverage. Further, any such additional insured coverage endorsements shall be set forth on ISO Form CG 20 10 11 85 or its equivalent.

- ii. Prior to commencement of any work pursuant to the Contract, Successful Respondent shall provide the Agency with certificates of insurance and complete copies of all policies and any applicable additional insured endorsements thereto reflecting the coverages required pursuant to the Contract, and in the case of Successful Respondent's CGL and Automobile Liability Coverage policies, the additional insured status of the Agency and the City.

- iii. The presence of employees of the Agency on the property where the Professional Services will be performed shall not invalidate any term or condition of any of Successful Respondent's policies of insurance required to be purchased and maintained pursuant

to the Contract.

iv. The policies required to be purchased and maintained pursuant to the Contract shall not be canceled, terminated, non-renewed, or the limits thereof reduced by endorsement, by Successful Respondent or any insurance company unless thirty (30) days' prior written notice is sent by certified mail to Successful Respondent and to the Agency.

v. Successful Respondent shall procure, purchase and maintain insurance of the kinds and in the amounts herein set forth with insurance companies authorized to do business in the State of New Jersey, and rated A or better in the Best's Key Rating Guide for Property and Casualty covering all operations under the Contract.

SECTION 4 **INSTRUCTIONS TO RESPONDENTS**

4.1. Submission of Qualification Statements

Respondents must submit an original and one (1) electronic copy (PDF) copy of their Qualification Statement to the designated Contact Person.

Qualification Statements must be received by the Agency **no later than 11:00 a.m. prevailing time on December 14, 2022** and must be mailed or hand delivered. Qualification Statements submitted via hand delivery must be delivered to the Agency's offices on Mondays through Thursdays only, between the hours of 10:00 a.m.–4:00 p.m. Qualification Statements forwarded by facsimile or e-mail will not be accepted.

To be responsive, Qualification Statements must provide all requested information, and must be in strict conformance with the instructions set forth herein. Qualification Statements and all related information must be bound and signed and acknowledged by the Respondent.

The submission shall be accompanied by a completed Respondent's checklist and all of the required forms and documents, in their entirety, and notarized where required.

SECTION 5 **EVALUATION**

The Agency's objective in soliciting Qualification Statements is to enable it to select persons and/or firms that will provide high quality and cost-effective services to the Agency. The Agency will consider Qualification Statements only from Respondents that, in the Agency's sole judgment, have demonstrated the capability and willingness to provide high quality services to the Agency in the manner described in this RFQ.

Qualification Statements will be evaluated by the Agency as to which are the most advantageous, price and other factors considered. The evaluation will consider:

1. Quality, thoroughness, and responsiveness of the Qualification Statement to the submission requirements;
2. Experience in the scope of services identified in Section 2 of this RFQ, especially with regard to redevelopment and urban settings;
3. Knowledge of the Agency, Jersey City, and other pertinent government experience;
4. Price proposal (including billing rate sheet);
5. Staffing, personnel, and the ability to complete assignments in a timely manner and meet project schedules; and
6. Other factors demonstrated to be in the best interests of the Agency.

The Agency will select the most advantageous Qualification Statements based on all of the evaluation factors set forth in this RFQ. The Agency will prequalify the persons and/or firms that are in the best interest of the Agency.

The Agency reserves the right to:

- a. Not select any of the Qualification Statements; and
- b. Award a contract(s) for the requested services at any time within the qualification period. Every Qualification Statement should be valid through this time period.

The Agency shall not be obligated to explain the results of the evaluation process to any Respondent.

SECTION 6 **GENERAL TERMS AND CONDITIONS**

1. The Agency reserves the right to reject any or all Qualification Statements, if necessary, or to waive any informalities in the Qualification Statements, and, unless otherwise specified by the Agency, to accept any item, items or services in the Qualification Statement should it be deemed in the best interest of the Agency to do so.
2. Each Qualification Statement must be signed by the person authorized to do so.
3. Qualification Statements may be mailed or hand delivered consistent with the provisions of the legal notice to Respondents. In the case of mailed Qualification Statements, the Agency assumes no responsibility for Qualification Statements received after the designated date and time and will return late Qualification Statements unopened. Qualification Statements will not be accepted by facsimile or e-mail.

4. In accordance with Affirmative Action Law, P.L. 1975 c. 127 (N.J.A.C. 17:27) with implementation of July 10, 1978, Successful Respondents must agree to submit individual employer certifications and numbers or complete Affirmative Action employee information reports. Also, during the performance of the contract awarded based upon this RFQ, the Respondent agrees as follows: (a) The Respondent or subcontractor where applicable, will not discriminate against any employee because of age, race, creed, color, national origin, ancestry, marital status, or affectional or sexual orientation. The Respondent 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, sex or handicap. 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 section for training, including apprenticeship. The Respondent agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause: (b) the Respondent 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, sex or handicap; (c) the Respondent 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's contracting officer advising the labor union or worker's representative of the Respondent's commitments under this act and shall post copies of the notice; (d) the Respondent or subcontractor, where applicable, agrees to comply with any regulations promulgated by the treasurer pursuant to the P.L. 1975, c.127, as amended and supplemented from time to time.
5. No Respondent shall influence, or attempt to influence, or cause to be influenced, any Agency officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
6. No Respondent shall cause or influence, or attempt to cause or influence, any Agency/City officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the Respondent or any other person.
7. Should any difference arise between the parties as to the meaning or intent of these instructions or specifications, the decision of the Agency's General Counsel shall be final and conclusive.
8. The Agency shall not be responsible for any expenditure of monies or other expenses incurred by the Respondent in making its proposal.

SECTION 7
MISCELLANEOUS REQUIREMENTS

When grants are used to fund work, firms selected and contracted must adhere to all applicable requirements and will be subject to the terms and conditions of the cooperative agreement(s) and other grant agreements as applicable between the Agency and the funding agency/grantor. These requirements may include, but are not limited to:

1. A contract may be subject to those conditions of the cooperative agreement that relate to eligibility of costs and to contracts, including the administrative cost prohibition.
2. A contract may be subject to regulations that govern contracts under cooperative agreements (such as, but not limited to, 40 CFR Part 31 requirements for accounting and record keeping, 40 CFR Part 30 requirements for financial reporting, and 40 CFR Part 35 Sub Part O).
3. A contract will be subject to general Federal requirements for contracts under cooperative agreements, including mandatory steps for contractors to follow related to areas such as the Davis Bacon Act and utilization of Disadvantaged Business Enterprise.
4. A Successful Respondent may be required to comply with other applicable regulations. The Agency reserves the right to request certification that the Respondent or Respondent's subcontractors are not disbarred from receiving federal funds. The Agency reserves the right to request other document deemed necessary or desirable in order to accept state or federal funds.

END OF GENERAL INSTRUCTIONS