

| | |
|--|--|
| CONTRACT AWARD | |
| RFP2022-01 OPTION TO EXTEND BUSINESS LENDING SERVICES FOR THE COUNTY FOR MERCER | |
| RESOLUTION: 2023-217 | |
| CONTRACT TERM: FEBRUARY 28, 2023 THROUGH FEBRUARY 28, 2024 | |
| NO. OF RESPONDENTS: | 1 |
| NAME OF RESPONDENT | UCEDC |
| ADDRESS | 75 CHESTNUT STREET |
| CITY, STATE, ZIP | CRANFORD, NJ 07016 |
| CONTACT | ADAM FARRAH |
| TELEPHONE | 908-524-1166 |
| FAX | 908-527-1207 |
| E-MAIL | AFARRAH@UCEDC.COM |
| NJ SAVI DESIGNATION | N/A |

Approved as to Form and Legality

Date

March 23, 2023

.....
County Counsel

COUNTY EXECUTIVE AND CLERK TO THE BOARD AUTHORIZED TO “EXERCISE AN OPTION TO EXTEND” THE AGREEMENT (AWARDED THROUGH A FAIR AND OPEN PROCESS) WITH UNION COUNTY ECONOMIC DEVELOPMENT CORPORATION (UCEDC) FOR BUSINESS LENDING SERVICES FOR THE COUNTY OF MERCER. PERIOD: FEBRUARY 28, 2023 THROUGH FEBRUARY 28, 2024. TOTAL AMOUNT NOT TO EXCEED \$65,000.00 (RFP2022-01)

WHEREAS, pursuant to the provision of N.J.S.A. 40A:11-15, the governing body may include provisions for a contract extension upon a finding by the governing body that the services are being performed in an effective and efficient manner; and,

WHEREAS, the County of Mercer entered into an Agreement with UCEDC, 75 Chestnut Street, Cranford, NJ 07016 for a period of one (1) year with an option to extend a one (1) year period as per Resolution No. 2022-268, adopted March 10, 2022; and,

WHEREAS, the County of Mercer is desirous of exercising the one (1) year option to extend the Agreement with UCEDC for the period of February 28, 2023 through February 28, 2024, in a total amount not to exceed \$65,000.00; and,

.....
Clerk to the Board

RECORD OF VOTE

| COMMISSIONERS | | | | | | | COMMISSIONERS | | | | | | |
|-------------------------------------|-----|------|-------------------------------------|------|-------------------------------------|-------------------------------------|---------------|------|------|-------------------------------------|------|--|--|
| Aye | Nay | N.V. | Abs. | Res. | Sec. | Aye | Nay | N.V. | Abs. | Res. | Sec. | | |
| <input checked="" type="checkbox"/> | | | | | | <input checked="" type="checkbox"/> | | | | | | | |
| | | | <input checked="" type="checkbox"/> | | | <input checked="" type="checkbox"/> | | | | <input checked="" type="checkbox"/> | | | |
| <input checked="" type="checkbox"/> | | | | | | <input checked="" type="checkbox"/> | | | | | | | |
| <input checked="" type="checkbox"/> | | | | | <input checked="" type="checkbox"/> | | | | | | | | |

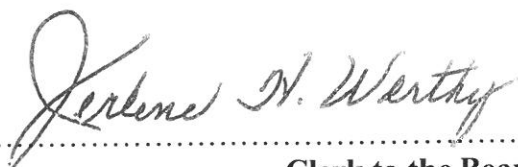
X—Indicates Vote Abs.—Absent N.V.—Not Voting
Res.—Resolution Moved Sec.—Resolution Seconded

-2-

WHEREAS, the Temporary Chief Financial Officer of Mercer County has certified in writing the availability of funds, for the purposes set forth in this Resolution, said certification is on file with the Clerk to the Board and such funds are contingent upon the inclusion in and adoption of 2023 Mercer County budget; now, therefore,

BE IT RESOLVED, that the County Executive and Clerk to the Board are hereby authorized to “exercise the option to extend” the Agreement with UCEDC to provide business lending services to businesses from February 28, 2023 through February 28, 2024 in an amount not to exceed \$65,000.00 on behalf of the County of Mercer, when presented in a form approved by County Counsel; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board shall forward a copy of this Resolution to the Director of Economic Development and the Mercer County Purchasing Agent for further distribution.


.....
Clerk to the Board

3.0 SCOPE OF SERVICES

The County of Mercer is seeking an experienced community development financial institution (CDFI) to provide technical assistance and business lending services for a period of one year with the option to extend an additional year. Pending approval of the 2022 budget, the Mercer County Office of Economic Development will provide up to \$65,000 for the selected organization to provide these services to assist Mercer County residents or Mercer County-based businesses in obtaining finances to start or expand their company.

The chosen provider must offer the following scope of services:

Business Lending Assistance

The provider should be a community development financial institution (CDFI).

The provider must offer technical assistance to Mercer County residents and/or businesses. The provider must have at least one (1) staff person with the capacity to provide assistance in both English and Spanish to eligible entrepreneurs.

The provider must establish lending deliverables which should include the dollar amount expected to be lent to businesses; amount of clients to be served; and the number of workshops to be conducted.

Reporting

Provide quarterly reports to the Mercer County Office of Economic Development as required. These reports will be submitted to the following:

Anthony P. Carabelli Jr.
Director
Mercer County Office of Economic Development
McDade Administration Building, CAB-505
640 South Broad Street
Trenton, New Jersey 08650

Liaison Activities

The selected Proposer will be expected to maintain communication with the Mercer County Office of Economic Development and attend meetings as required with County officials.

Budget

Pending approval of the 2022 budget, the Mercer County Office of Economic Development will provide up to \$65,000 for this initiative.

Length of Contract

The contract will be for a period of one year with the option to extend an additional year.

Procurement Terms and Conditions

1. Proposal Format and Content

Response to the proposal should be a single document containing the following sections:

A. Technical Proposal

A narrative describing the Proposer's approach and plans for accomplishing tasks outlined in the Scope of Work in sufficient detail to permit the County to evaluate them fairly and with a minimum of possible misinterpretation. The Proposer should describe the effort and skills necessary to complete the tasks, identify the individuals who shall be assigned primary and backup responsibility for each major task (clerical personnel excluded) and indicate how much time each would have available for these tasks, given other commitments the firm has to anticipate.

The narrative shall also include:

1. A summary of the problems, which the Proposer might reasonably expect to encounter in providing the required services, and the proposed approach to resolving those anticipated problems; particularly a procedure for dispute resolution between program applicants and contractors.
2. A description of how the Proposer intends to operate with respect to project management, coordination and liaison with staff, and with potential and selected applicants and contractors.
3. Information about any subcontractor(s) the Proposer plans to engage including information about the services to be performed, proposed subcontractor name(s) and address(es), background capabilities and previous collaboration/joint ventures.

2. **Qualifications and Experience**

This section shall provide pertinent information about the organization, personnel and experience that substantiate its qualifications and capabilities to perform the services required in this RFP. All proposals must contain:

- a. A narrative on the Proposer's qualifications.
- b. A detailed resume for each individual that would be providing services (excluding clerical personnel, but including subcontractors), as listed in the Technical Proposal, listing education, training, bilingual ability and quantified experience. Each individual shall be identified as full-time, part-time, or subcontracted employee.
- c. Documentation that the Proposer has a sound record of financial management, as demonstrated by an independent auditor's notes/letters from the most recent annual year fiscal audit.
- d. Evidence that the Proposer is a valid entity, describing the type of entity (partnership, corporation, etc.) and documentation the entity is in good standing with the Secretary of State or other recognized agency, as applicable.

3. **Proposed Rates**

The County proposes a payment schedule wherein payment is provided quarterly upon receipt of a report from the contractor; there is no provision for start-up, operational, or other costs. The quarterly fee would be 25% of the annual fee. The respondent's proposed rate should include the expected fee for the full year. Respondent must demonstrate capacity to provide services that are necessary to administer the program in accordance with the terms of this RFP.

Provide the proposed fee in the following format:

- All prices and amounts must be written in ink or preferably typewritten.
- Each signatory to the submission must initial all erasures or corrections.
- Each submission shall be contained in a sealed envelope addressed as indicated.
- Said envelope shall state "RFP" for Business Lending Services.
- Each submission shall be clearly marked "Sealed Submission Enclosed" and must be delivered at the place and time required or mailed so as to be received prior to the opening time set above.
- Submissions received after the time designated herein named or in unsealed envelopes will not be considered.

4. **Cost Liability**

The County of Mercer assumes no responsibility and no liability for costs incurred by the Proposer prior to issuance of any agreement, contract or purchase order.

5. **Contents of Proposal**

The contents of the proposal accepted by the Mercer County Office of Economic Development will be the basis of any contract (s) awarded as a result of this RFP.

6. **Oral Presentation**

Proposers who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the County. The purposes of such presentations are to provide an opportunity for the Proposer to clarify the proposal and to verify the credentials of proposed staff. The Mercer County Office of Economic Development will schedule the time and location of any such presentations. No comments regarding other Proposers or proposals will be permitted, and Proposers may not attend presentations by their competitors. Proposers should not construe the list of firms invited, if any, to imply acceptance or rejection of any proposal.

Evaluation Criteria

All complete proposals received will be evaluated based on the following criteria listed in order of importance:

1. Experience and reputation in the field.
2. Availability of bi-lingual counseling staff.
3. Availability of sufficient personnel and/or other resources to provide the service.

4. Accessibility to potential clients and familiarity with the County of Mercer.
5. Education and/or special accreditations.
6. Compensation proposal.
7. Other factors, which may be in the best interest of the County of Mercer.

Evaluation, Review and Selection Process

Proposals to Remain Subject to Acceptance

RFP responses shall remain open for a period of sixty (60) calendar days from the submittal date. The owner may either award the Contract within the applicable time period or reject all proposals. The owner may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the owner, be held for consideration for such longer period as may be agreed.

Rejection of Proposals

The owner 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 owner that such respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The owner reserves the right to waive any minor informality in the RFP.

Evaluation Process

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 vendor whose proposal is determined to be reasonably susceptible of being selected may be invited to present an oral presentation.

Awarded Contractor

If awarded a contract, your company/firm shall be required to comply with the requirements of N.J.S.A.10:5-31 et seq. and N.J.A.C. 17:27 et. seq.