### **BOROUGH HALL • 141 GOULD AVENUE**

NORTH CALDWELL, NEW JERSEY 07006-4213

Phone 973-228-6410 Fax 973-228-2914

# BOROUGH OF NORTH CALDWELL REOUEST FOR PROPOSALS PROFESSIONAL SERVICES

#### <u>APPRAISER – TAX APPEAL SERVICES</u> <u>APPRAISER – TAX ASSESSMENTS</u>

The Borough of North Caldwell, a municipal corporation in the County of Essex and the State of New Jersey, having its offices at 141 Gould Avenue, North Caldwell, New Jersey, through a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et seq., is soliciting proposals from qualified individuals and firms for the appointment and position of Appraiser – Tax Appeal Services; Appraiser – Tax Assessments for the calendar year 2019.

**Submission Deadline**: Thursday December 27, 2018 at 11:00 a.m.

Number of Qualification Statements to be sent: <u>One (1) original, hard copy (clearly marked as "original") and one (1) complete copy, as a PDF on a CD/DVD.</u>

#### Address all Qualification Statements to:

Frank Zichelli, Borough Administrator Borough of North Caldwell 141 Gould Avenue North Caldwell, New Jersey 07006

Proposals must be returned in a sealed envelope bearing the name and address of the proposer written on the face of the envelope and clearly marked "RFP for Appraiser – Tax Appeal Services; Appraiser – Tax Assessments - Attn: Frank Zichelli."

Proposals may be hand delivered or mailed. In the case of mailed qualifications, the Borough assumes no responsibility for proposals received after the above-stated designated date and time. Proposals received after the designated date and time for receipt will not be accepted and will be returned unopened. Proposals will not be accepted by facsimile or e-mail.

Each proposal and all required forms must be signed by a person authorized to do so. Proposals must cover all information requested in this RFP. Responses which in the judgment of the Borough fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected. All communications concerning this RFP or the RFP process shall be directed, in writing, to Frank Zichelli, Borough Administrator. The Borough Administrator decision shall be final and conclusive.

During the period provided for the preparation of responses to this RFP, the Borough may issue addenda or answers to written inquiries. Addenda will be noticed by the Borough and will

constitute part of the RFP. All responses shall be prepared with full consideration of any addenda issued. Proposer must complete and submit the Acknowledgement of Receipt of Addenda Form attached at Exhibit A.

This RFP is not intended to be an offer, order or contract and should not be recognized as such, nor shall any obligation or liability be imposed on the Borough by issuance of this RFP.

The Borough shall not be responsible for any expenditures of monies or other expenses incurred by the proposer in making its proposal.

The Borough, in its sole discretion, reserves the right to reject any or all proposals and to waive any and all irregularities as is in the best interest of the Borough. A final award shall be made by Resolution adopted by a majority of the Mayor and Council based upon the proposal made to the Borough that has been determined to be **the most advantageous to the Borough, all factors considered.** The Mayor and Council reserve the right to negotiate the terms and conditions with any qualified proposer before making its determination and appointment.

**1. Appointment of Appraiser.** A Borough Appraiser shall be appointed by the Mayor and Council to handle Tax Appeals as provided by local ordinance for calendar year 2019. The term of appointment for the Borough Appraiser shall be a term of one (1) year. The Mayor and Council may select an individual or an appraisal firm. If the proposer is an appraisal firm, an individual appraiser meeting the minimum qualifications set forth herein must be identified as the specific individual who will be assigned to provide appraisal services. No substitution may subsequently be made for that individual appraiser without the express written consent of the Borough and then only for unusual or exigent reasons. The Borough Appraiser shall be appointed in a manner consistent with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

Compensation as agreed upon shall be the basis of payment for services rendered.

- **Duties and Responsibilities.** The Borough Appraiser shall perform such duties as are prescribe by general law and local ordinance, and in addition, shall, at the discretion of the Mayor and Council:
  - a. Perform all work necessary and required to review and evaluate all challenged tax assessment.
  - b. Work closely with the Tax Assessor to review and evaluate all challenged tax assessments.
  - c. Work closely with the Borough Tax Attorney in order to represent the Borough in any litigation, including trials and/or hearings before the Tax Court of New Jersey or the Essex County Board of Taxation. Litigation strategy may be based on decisions and determinations rendered by the Tax Assessor.
  - d. Maintain all required reports, analysis, data and documentation relating to the duties of the Borough Appraiser. Upon termination of services with the Borough, the Appraiser shall forthwith surrender to the Borough all such property and furnish written consent to substitution of his/her successor in any pending actions or proceedings.
  - e. Provide general advice and counseling as directed by the Mayor and Council when requested.

- **Minimum Qualifications:** Proposers for the position of Borough Appraiser shall meet the following minimum qualifications:
  - a. Must be a State of New Jersey Certified General Real Estate Appraiser licensed to practice real estate appraisal in the State of New Jersey.
  - b. Must have 10 years of appropriate experience in Tax Appeal litigation matters involving real estate appraisal, consulting and valuation.
  - c. Must have 10 years prior experience working with public sector clients and specifically representing municipal clients in tax appeal matters.
  - d. Must be responsive to telephone calls and inquiries.
  - e. Must be able to handle diverse and complicated issues and matters.
- **4. Contract Required.** The successful proposer will be required to execute the Borough's form contract which includes its standard form indemnification and insurance provisions.

### PROPOSER'S RESPONSIBILITY IN RESPONDING TO BOROUGH'S REOUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES

In response to this RFP each proposer shall provide at a minimum the following information:

#### 1. Qualification Information:

- a. Full Name.
- b. Firm Name, Address and Telephone Number.
- c. Years practicing with firm.
- d. Your individual appraisal specialty.
- e. Your firm's appraisal specialties.
- f. A listing of all of your post high school education.
- g. Dates of your licensure in the State of New Jersey and any other state as to the professional discipline requested to serve the needs of the Borough.
- h. A listing of your professional affiliations or membership in any professional societies or organizations, with an indication as to any offices held.
- The number of appraisers, associates and/or staff employed and/or affiliated with your firm and information regarding any professional designations or licenses of such individuals.
- j. A listing of all previous public sector entities served by the proposer including dates of service and position(s) held.
- k. The relevant appraisal experience that qualifies you for the position of Borough Appraiser.
- m. Any other relevant appraisal work or experience that you would like the Borough to consider in evaluating your qualifications for the position of Borough Appraiser.
- n. A listing of any and all ethics or disciplinary charges assessed against you and/or your firm and the details surrounding same including the disposition of the charge(s).
- o. The name, address and telephone number of three (3) client references that can be contacted by the Borough.

- p. Proposed cost of service(s) or activities, including rates, fees and incidental charges. Also, include rates for appearances, conferences, and any additional services defined beyond the scope of regular services in connection with representing the Borough as Borough Appraiser. The cost proposal shall also include the cost for expenses such as postage, faxes, copying, and telephone.
- q. Any additional information that you would like the Borough to consider in evaluating your proposal.
- **2. Insurance.** The proposer, as a member of a profession that is subject to suit for professional malpractice, shall provide documentation that insurance for professional liability/malpractice coverage with limits as to liability that will be in place to protect the Borough of North Caldwell. If appointed, proposer shall furnish a certificate of insurance naming the Borough of North Caldwell as an additional insured under such policies.
- **3.** Law Against Discrimination and Affirmative Action. The proposer shall file a statement as to compliance with N.J.S.A. 10:5-1 et seq. (Laws against Discrimination) and P.L. 1975, c. 127 (Affirmative Action).
- **4. Proof of Business Registration Certificate.** Proposer must furnish a copy of their New Jersey Business Registration Certificate prior to award of contract as required by N.J.S.A. 52:32-44.
- **5. Ownership Disclosure Form.** Proposer must complete and submit the Ownership Disclosure Form attached hereto as Exhibit B.
- **6. Affirmative Action.** In accordance with the laws of the State of New Jersey, all contracting entities must comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. Proposer is required to submit an Affirmative Action Statement together with evidence of compliance. Appendix A contains mandatory Affirmative Action Language which shall appear in any contract with the Borough and which lists in subparagraph (j) thereof the acceptable documents that may be submitted to evidence compliance Proposer must complete and submit the Affirmative Action Compliance Notice attached hereto as Exhibit C.
- **7. Affidavit of Non-Collusion.** Proposer shall properly execute and submit the Affidavit of Non-Collusion attached hereto as Exhibit D.
- **8. Pay to Play.** The successful proposer is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the successful proposer receives contracts in excess of \$50,000 from public entities in a calendar year. It is the successful proposer's responsibility to determine if filing is necessary. See Exhibit E.
- **9. Americans with Disabilities Act of 1990.** Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Proposers are required to read Americans with Disabilities language attached to this RFP at Exhibit F and agree that the provisions of Title II of the Act are made a part of the contract. The successful Proposer will be obligated to comply with the Act and to hold the owner harmless.

- **10. Protected Information**. By submission of the proposal, the proposer certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and the successful proposer shall, at its expense, defend any and all actions or suits charging such infringement, and will save the Borough harmless in any case of any such infringement.
- **11. Signature Page.** Proposer shall complete and submit the signatory page attached as Exhibit G, which shall be signed by an authorized representative of the Proposer and evidence the Proposer's acceptance of the terms and conditions of this RFP.
- **12. RFP Document Checklist.** Proposer must complete and submit the RFP Document Checklist attached hereto as Exhibit H.

#### EVALUATION CRITERIA AND BASIS FOR AWARD OF CONTRACT

The Borough shall award all professional service agreements based upon qualifications, merit, references and experience with issues confronting the Borough of North Caldwell. The specific evaluation criteria will include:

- 1. Cost;
- 2. Individual and Firm experience and reputation;
- 3. Knowledge of the valuation services to be provided as Borough Appraiser;
- 4. Availability to accommodate the meeting schedule and required needs of the Mayor and Council and the Borough's Administrative Departments; and
- 5. Other factors the Mayor & Council deem to be in the best interest of the Borough of North Caldwell and its taxpayers.

A final award shall be made by Resolution adopted by a majority of the Mayor and Council based upon the proposal made to the Borough that has been determined to be **the most advantageous to the Borough, all factors considered.** The Mayor and Council reserve the right to negotiate the terms and conditions with any qualified proposer before making its determination and appointment. All awards are and shall be subject to the availability of funds.

### ACKNOWLEDGMENT OF RECEIPT OF ADDENDA Exhibit A

The undersigned proposer hereby acknowledges receipt of the following Addenda:

Addendum Number	<u>Dated</u>	Acknowledge Receipt (initial)
· No addenda were receive	d:	
Acknowledged for:	(Name of Proposer)	
By:(Signature of Author	izad Popracontotivo)	
Name:		
Title:		
~		

# OWNERSHIP DISCLOSURE CERTIFICATION Exhibit B

Name of Business  I certify that the list below contains the nar holding 10% or more of the issued and out.	
OR	or more of the issued and outstanding stock of
Check the box that represents the type of busine	ess organization:
<ul> <li>Partnership</li> <li>Limited Partnership</li> <li>Subchapter S Corporation</li> </ul>	· Sole Proprietorship tion · Limited Liability Partnership
Sign and notarize the form below, and, if necess	ary, complete the stockholder list below.
Stockholders:	
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me thisday of, 2	
	(Affiant)
(Notary Public)	
My Commission Expires	(Print name & title of affiant)
	(Corporate Seal)

# AFFIRMATIVE ACTION AFFIDAVIT Exhibit C

STATE OF	:		
COLINEWOR	SS		
COUNTY OF	:		
Ι,	of the (City, Town, Bo	orough) of	in the County of
, State of			uly sworn according to law on
my oath depose and say that			
1. I am (Presid	lent, partner, owner, m	nember) of the fir	rm of a
contractor of the State of Ne			
			ments of P.L. 1975, c. 127 and
rules and regulations issued		•	
			rmative action requirements of
the State of New Jersey, inc	cluding those required	by P.L. 1975, c	. 127 and rules and regulations
issued by the Treasurer, Sta-			-
4. I am aware	that if	does not com	ply with P.L. 1975, c. 127 and
rules and regulations issued	l pursuant thereto, tha	nt no monies wil	ll be paid by the State of New
Jersey, County of Essex, Bo	rough of North Caldw	ell, until an affir	mative action plan is approved.
I am also aware that the con	tract may be terminate	ed and that	may be
debarred from all public cor	itracts for a period of u	up to five (5) year	rs.
5. I am aware	that	is required	to submit one of the following
			ne signed contract for goods or
			ontract Compliance Programs
			of a Certificate of Employee
•	•	•	completed Initial Affirmative
Action Employee Information			
			Employee Information Report
			ereby certify that I have never
			ort in accordance with rules
			as amended and supplemented
•	gree to submit immed	iately to the Div	vision a Copy of the Employee
Information Report.			
Subscribed and Sworn to			
Before me thisday		Signature	of Authorized Representative
of20		-	-
		Name and	l Title

#### Appendix A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

Each 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:

Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program;

A certificate of employee information report approval, issued in accordance with <u>N.J.A.C.</u> 17:27-4: or

An employee information report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with <u>N.J.A.C.</u> 17:27-4.

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 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, 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 afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or good faith efforts to meet targeted county 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, 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 procedure, if necessary, to assure that all personal 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, 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 and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division form 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.

# NON-COLLUSION AFFIDAVIT Exhibit D

State of New Jersey	
County of	ss:
ī	residing in
(name of affi	ant)
(name of municipality)	
	and State ofo
full age, being duly sworn according	to law on my oath depose and say that:
I am_	of the firm of
(title or pos	
	, the Proposer making this Proposal for the RFP
entitled(title of RFP)	, and that I executed the said proposal with
bidding in connection with the above proposal and in this affidavit are true in said Proposal (name of contracting unit)	erwise taken any action in restraint of free, competitive enamed project; and that all statements contained in said e and correct, and made with full knowledge that therelies upon the truth of the statements contained its affidavit in awarding the contract for the said project.
secure such contract upon an agreem brokerage, or contingent fee, except	elling agency has been employed or retained to solicit or nent or understanding for a commission, percentage, bona fide employees or bona fide established commercial or .
Subscribed and sworn to	
before me this day	Signature
, 20	
(Type or print name of affiant under	r signature)
Notary public of	
My Commission expires	
(Seal)	

#### DISCLOSURE OF CONTRIBUTIONS (Pay-to-Play) Exhibit E

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

#### AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability Exhibit F

The contractor and the Borough of North Caldwell, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 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 there unto, 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 the Agreement or otherwise at law.

#### SIGNATORY PAGE Exhibit G

The undersigned, having examined this RFP and having full knowledge of the conditions under which the services described herein must be performed, hereby accepts the terms and conditions of this RFP.

NAME OF THE PROPOSER:
NAME OF AUTHORIZED SIGNATORY:
AUTHORIZED SIGNATORY SIGNATURE:
DATE:
CONTACT ADDRESS:
Phone #:
E-MAII ADDRESS:

### DOCUMENT CHECKLIST Exhibit H

Required	Submission Requirement	Initial each required entry and if required submit the item
	Ownership Disclosure Certification	
	Affidavit of Non-Collusion	
	New Jersey Business Registration Certificate	
	Acknowledgment of Receipt of Addenda	
	Evidence Demonstrating Proposer Meets Minimum Qualifications	
	Affirmative Action Affidavit and Mandatory Affirmative Action Language	
	Signatory Page	

<sup>\*</sup>This form should be submitted with the proposal. It is provided for proposer's use in assuring compliance with all required documentation.