

# Borough of North Caldwell

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Request for Proposals  
For the Revaluation of All Real Property

## **BOROUGH OF NORTH CALDWELL**

### **PROPOSAL SUBMISSION INSTRUCTIONS**

#### **1. Introduction**

In order to undertake the revaluation of all real property in the Borough of North Caldwell, the Borough of North Caldwell is soliciting through the “Fair and Open Process” and in accordance with the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.5, *et seq.*, a response to the Request for Proposal from qualified interested person(s) and or firm(s) capable of providing professional revaluation services, for the project entitled “Borough of North Caldwell Revaluation of all Real Property.” The person(s) and/or firm(s) primary goal will be to prepare and execute a complete program for the revaluation of all properties within the municipal boundaries of the Borough of North Caldwell (“Borough”).

The Borough is seeking proposals via the competitive contracting process in accordance with N.J.S.A. 40A:11-4.4, *et seq.* This process requires that the contract be awarded to the most responsive qualified proposal submitted, as solely determined by the Borough of North Caldwell, not necessarily the lowest proposal amount submitted.

Through the Request for Proposal (“RFP”) process specifically described herein, person(s) and/or firm(s) (“Company”) interested in performing and assisting the Tax Assessor with the provision of such services must prepare and timely submit a sealed Proposal in accordance with the procedures and schedule set forth in this RFP.

#### **2. Important Notice**

These revaluation specifications exceed the State of New Jersey’s sample revaluation contract requirements.

Respondents are cautioned to carefully examine all attached documents including the proposed revaluation contract specifications and general requirements prior to the submission of their written proposal. These documents have been specifically designed and prepared for the Borough of North Caldwell. They provide for specific qualifications, actions, and for the timely and accurate reporting of the revaluation of all real property located in the Borough of North Caldwell.

The data collection process is a critical part of the revaluation process! Too often the public criticizes field inspectors/the revaluation process for not taking the time to walk through the entire property including all levels. Unless prohibited by a property owner and noted on the field card/CAMA system, all field inspectors are required as a part of this contract to view each room in a property to ensure the greatest accuracy and public confidence in the collection of field data. Therefore, the Borough requires all field inspectors to be compensated on an hourly or salary basis, not a per parcel basis. Failure to do so is a violation of this contract and may result in the field inspector being removed from the project.

### **3. Submission of Proposals**

All written proposals must be received by the Borough of North Caldwell, Municipal Clerk by 2:00pm, Tuesday, June 25, 2019. Postmark dates bearing this time and date are not acceptable. Any written proposals received after the above specified date and time will not be accepted or considered and shall be returned to the Company unopened.

The written proposals can be delivered using the U.S. Postal service, overnight delivery or can be delivered in person. Proposals cannot be delivered via facsimile or email. The written proposals shall be addressed and/or submitted to the following:

Borough of North Caldwell  
Tami Michelotti, Borough Clerk  
141 Gould Avenue  
North Caldwell, NJ 07006

The Company shall submit one (1) original and four (4) copies of its written proposal in a sealed package, addressed as shown above, bearing the Company's full corporate name and address and said package must be clearly marked as follows:

**“Revaluation Proposal – Borough of North Caldwell”**

### **4. Conditions Applicable to RFP**

Upon submission of a response to the RFP, the Company acknowledges and consents to the following conditions relative to the submission, review and consideration of this Request for Proposal:

A. The Borough assumes no responsibility and no liability for costs incurred by the responding firms prior to the issuance of a contract. All costs incurred by the Company in connection with preparation of its proposal shall be borne solely by the Company. Accordingly, the Company shall not include any such expense as part of its proposal.

B. The Borough reserves the right to reject any and all RFP responses, and make the award based on the best interest of the Borough of North Caldwell.

C. The Borough will automatically reject any proposal submitted that intends to rely on or use any other computer assisted mass appraisal system (CAMA) other than the Vital computer aided mass appraisal system and the BRT's PRC Powerpad mobile data collection system as specified throughout the bid specifications. In addition, any proposal that intends to utilize another CAMA system and convert that data into the Vital CAMA is unacceptable and will cause an automatic rejection/disqualification of the proposal submitted.

D. The Borough reserves the right to waive any formalities in the Proposal submission and selection process.

- E. The Borough reserves the right, without prior notice, to supplement, amend or otherwise modify this RFP, or otherwise request additional information.
- F. The Borough may request the responding Companies to send representatives to the Borough for interviews.
- G. Any and all responses to this Request for Proposal not received by the Borough by the prescribed time stated herein will be rejected.
- H. The Borough reserves the right to withdraw this RFP at any time without prior notice and the Borough makes no representations that any contract will be awarded to any Company responding to this RFP.
- I. The Borough reserves the right to postpone the Request for Proposal opening for its own convenience.
- J. The Borough can change or alter the schedule for any events called for in the RFP upon the issuance of notice to all prospective Companies who have received a copy of this RFP.

## **5. Selection of Respondent**

The selection of the Company will be based on the response proposal that is most responsive, qualified and acceptable to the Borough of North Caldwell.

The Borough reserves the right to waive technicalities and formalities in response to the RFP where deemed advisable in protection of the best interest of the Borough. The Borough reserves the right, as the Borough deems necessary, to investigate any or all qualification claims made by any or all person(s) or firm(s) prior to submitting their respective response to the RFP, to request clarification of the information provided and/or to request additional information to support the claims made and included in any RFP.

The Borough reserves the right to interpret all responses to the RFP packages and waive any ambiguities therein for the best interest of the Borough.

The Borough may suspend or terminate the procurement process described in this RFP at any time (in its sole discretion). If terminated, the Borough may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Companies.

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

## **6. Evaluation Procedure and Criteria**

Authorized personnel from the Borough will review all responses to this RFP received to determine if they are responsive and otherwise adhere to requirements prescribed in the RFP.

The Borough may request a discussion and/or presentation from the Company for further evaluation of its proposal. All proposals submitted will be reviewed and evaluated by authorized Borough personnel as deemed appropriate by the administration. They may include personnel from Purchasing, Legal, Administration and Tax Assessment departments. The proposals will be reviewed to determine if the Company has included mandatory proposal submissions (i.e. business registration, financial statements, insurance requirements, etc.) as well as, met the minimum professional and administrative requirements described in this RFP. Under no circumstances will any authorized Borough personnel review responses to an RFP for a job in which they or their firm submitted a response. Based upon the totality of the information contained in the response to the RFP, including information about the reputation and professional experience of each Company, the Borough of North Caldwell will (in its sole judgment) determine which Companies are qualified (from professional and administrative standpoints).

The Borough shall award the contract based on an evaluation and ranking which shall include technical, management and cost related criteria.

The following shall be used as the criteria for evaluating proposals submitted in response to this RFP:

### **1. Technical Criteria (30 percent):**

#### **(A) Proposed methodology:**

- a. Demonstration of a clear understanding of the scope of work and related objectives;
- b. Completeness and overall responsiveness to specifications and general requirements;
- c. Documentation of past performance of vendor's proposed methodology.
- d. Amount of documented knowledge & use of the Vital CAMA & Image System;
- e. Amount of documented knowledge & use of BRT's Powerpad electronic data collection system;
- f. Use of innovative technology and techniques.

#### **(B) Public Relations:**

- a. The description, nature and extent of a vendor's public relations program pre-revaluation, ongoing and post-revaluation. Include sample(s) of materials (literature and publications) and inter-active website address;

- b. The description, nature and extent of the Company's informal taxpayer hearing process.

**2. Management Criteria (40 percent):**

- a. Project Management Plan of work.
- b. Scheduling time-line.
- c. Description and type of quality control and assurance programs for the accurate collection of field data.

(A) History and experience in performing the work:

- a. History and successful use of the Vital CAMA system;
- b. History and successful use of BRT's mobile data collection system;
- c. The ability to demonstrate a successful track record of service as evidenced by on-time, on-budget, and contract compliance performance.
- d. Description of quality control procedures to ensure the accurate valuation of all real property;
- e. Present and past litigation, threatened litigation, and alternate dispute resolution experience as a result of being contracted to perform a revaluation or re-assessment;
- f. The demonstrated ability of having successfully completed a recent revaluation project(s) with similar valuation characteristics, traits and demographics to that of the Borough of North Caldwell;
- g. Whether the Company's, an affiliate, subsidiary, entity, shareholders, immediate relatives, executives or employees own and/or work for a related company which performs real estate appraisal services against municipalities for tax appeal purposes;

(B) Availability of personnel, facilities, equipment and other resources:

- a. The ability to demonstrate the capability to successfully complete the revaluation of the Borough on-time for the 2021 tax year.
- b. Company's current revaluation & reassessment workload.
- c. The availability to have at a minimum of four (4) existing qualified, trained and competent in-house field personnel with a minimum of 6 months experience currently available to start the Borough's Revaluation.
- d. The number of Certified Tax Assessors (CTA's) on staff.
- e. The number of Certified General Real Estate Appraisers (SCGREA) on staff.
- f. The number of Certified Residential Real Estate Appraisers (SCRREA) on staff.
- g. Qualifications of staff.
- h. Proof of a company website to disseminate information about the Borough's revaluation.
- i. The availability and ability to deliver experienced bi-lingual inspectors, mailings and notifications.

### **3. Cost and Proposal Compliance Criteria (30 percent):**

#### **(A) Cost of services to be provided to be performed:**

- a. Relative cost: How does the cost compare to other similarly scored proposals.
- b. Full explanation: Is the price and its component charges, fees, etc. adequately explained or documented.
- c. Method of compensation for field inspectors. Preference will be given to Companies who compensate them on an hourly basis, not per parcel.
- d. Assurances of performance.
- e. Company's financial stability & strength.

### **7. Proposal Format and Content**

In order to facilitate the analysis of responses to the RFP, Companies are required to prepare their response in accordance with the instructions outlined in this section. The Borough may deem any written proposals that deviate from these instructions as non-responsive and may use its discretion to disqualify such written proposals.

The response should be based on the content included herein. Complete all items for the scope of work as part of the response and include any addendum to the RFP.

The response should be prepared in such a manner as to provide a straightforward, concise description of the Company's capabilities to satisfy the requirements of this RFP. Emphasis should be placed on accuracy, comprehensiveness, and clarity of the content. All parts, pages and tables should be numbered and clearly labeled.

The Borough reserves the right to waive any technical non-conformance with the terms of this RFP.

Proposals should be organized into the following parts:

1. Letter of Transmittal;
2. Executive Summary;
3. Company's Background;
4. Company's qualifications to perform the revaluation of all real property in the Borough of North Caldwell;
5. Company's Organizational Chart;
6. Company's Project Manager who will be assigned to manage this project & what other projects and duties this individual will manage or perform;
7. Company's field inspectors who will be assigned to the Borough of North Caldwell's revaluation;
8. Acknowledgement of submission of required documents (Appendix A);
9. An executed Letter of Qualification(s) (Exhibit 1);
10. Letter of Intent (Exhibit 2);
11. Executed Disclosure Statement (Exhibit 3);
12. Affirmative Action Statement (Exhibit 4);
13. Mandatory Language: Americans with Disabilities Act of 1990 (Exhibit 5);

14. NJ Business Registration Certificate (Exhibit 6);
15. A Notarized Non-Collusion Affidavit (Exhibit 7);
16. Certificate of Liability Insurance and Surety (Exhibit 8);
17. Certificate of Pay-To-Play annual disclosure statement in accordance with N.J.S.A. 19:44A-20.26 et seq. (Exhibit 9);
18. Conflict of Interest Certificate (Exhibit 10);
19. A Certification signed by the Company President detailing any pending, on-going or finalized litigation, disputes, or fines within the last five (5) years against your Company. If none, please state "NONE." (Exhibit 11);
20. Statement of how your Company compensates field inspectors. Hourly or on a per parcel basis;
21. Disclosure of Investment Activities in Iran.

THE COMPANY MUST SUBMIT AN ORIGINAL PROPOSAL RESPONSE PACKAGE ALONG WITH FOUR (4) COPIES.

**A. Letter of Transmittal**

The letter of Transmittal shall be addressed to Tami Michelotti, Municipal Clerk; and must, at a minimum, contain the following information:

Identification of the Company, including name, address, and telephone number. Acknowledgement of receipt of the Request for Proposal and addenda, if any. Name, title, address and telephone number of the Company's contact person during the period of proposal evaluation.

**B. Executive Summary**

The Executive Summary (one page) should state key highlights of the Company's qualifications, ability to successfully manage and timely complete this revaluation project using the Vital CAMA system, BRT's Powerpad mobile data collection system, description of procedure to identify neighborhoods/VCS's for valuation, quality control procedures and why you believe your firm is most capable of completing the highest quality revaluation.

### **C. Company's Background and Qualifications**

The Company must provide information about its firm to allow evaluation of the Company's stability and ability to support the commitments set forth in response to this RFP. The Company should detail its firm's status, including a brief description of the firm, past history, present status including the number of revaluation and reassessment projects to be completed for 2021, current company headcount identifying position/title, company size, types of services offered and its organizational structure. Indicate the year the business was founded and the form of the organization (corporation, partnership, sole proprietorship, etc.). Identify any subsidiary company(ies), the nature and type of work performed and if any of the work performed involves representing property owners as a plaintiff's expert in any capacity against municipalities in the State of New Jersey.

Provide a minimum of three (3) references from the most recent revaluations performed and include the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed.

In the statement, please provide responses to the following:

1. A history of the person's or firm's experience in providing revaluation services to municipalities or other governmental entities, private developers, not-for-profits and civic organizations.
2. A description of the business organization (i.e., corporation, partnership, joint venture, etc.) of each firm, its ownership and its organizational structure, principals, project manager(s) and professional staff, including bi-lingual staff (identifying their languages of fluency) who would work directly with the Borough. Include all key staff that will have major roles and responsibilities for each individual.

Provide the names and addresses of all Principals of the Company submitting the proposal. Principals shall include each investor who would have any amount of operation control over the Company and every stockholder having an ownership interest of 10% or more in the Company.

If a firm is a partially owned or a fully-owned subsidiary of another firm, identify the parent Company and describe the nature and extent of the parents' approval rights over the activities of the firm submitting a proposal. Describe the approval process.

If the Company is a partnership or a joint venture or similar organization, provide comparable information as required above for each member of the partnership, joint venture or similar organization.

3. A statement that the Company is in compliance with all applicable affirmative action (or similar) requirements with respect to its business activities, together with evidence of such compliance.

4. Confirm appropriate Federal and State licenses to perform the revaluation of all real property.
5. Describe the portions of the Company's services, if any, that are sub-contracted out. If so, provide business registration certificates for all sub-contractors.
6. Does the Company employ union or non-union employees?

**D. Company's qualifications to perform scope of service**

In this section of the proposal the Company should establish the ability to satisfactorily perform the required work by reasons of experience in performing work of a similar like, kind and nature and demonstrated competence in the services to be provided.

**1. Purpose**

These specifications set forth the Borough's expectations of the manner in which the Company is to complete the revaluation and identifies the Borough's requirements for completion of the revaluation.

Listed below are some facts about the real estate in the Borough of North Caldwell that are intended to give the Company a general overview of the municipality.

**A SUMMARY OF THE BOROUGH OF NORTH CALDWELL'S RATABLE BASE**

The Borough of North Caldwell is situated on the west side of the First Mountain of the Watchung Mountains. Some higher locations in the Borough provide views of the surrounding areas. On balance, it is an affluent economically diverse Essex County Suburb with an estimated population of 6,183 people according to the 2010 census estimate. The Borough is primarily a residential community with a wide range of housing values. The average residential sales price thus far for 2019 is approximately \$801,500 according to MLS records as of March 28, 2019.

The Borough of North Caldwell is a suburban community that comprises 3.016 square miles. The housing stock varies widely from modest condominiums and homes to a some very large estate size and quality homes.

The Tax Assessor currently maintains data for approximately 2,459 line items (including exempt properties)

As of January 10, 2019 the Borough's MOD-IV data indicates the following breakdown of properties:

<b>Property Class</b>	<b># of Line Items</b>
<b>1</b>	<b>94</b>
<b>2</b>	<b>2,295</b>
<b>3A</b>	<b>0</b>
<b>3B</b>	<b>0</b>
<b>4A</b>	<b>13</b>
<b>4B</b>	<b>2</b>
<b>4C</b>	<b>0</b>
<b>15A</b>	<b>4</b>
<b>15B</b>	<b>0</b>
<b>15C</b>	<b>31</b>
<b>15D</b>	<b>3</b>
<b>15E</b>	<b>0</b>
<b>15F</b>	<b>17</b>

The last revaluation of all real property in the Borough of North Caldwell was as of October 1, 2007 for the 2008 tax year.

For the last several years, the number of sales, equalization ratios and general coefficient of deviation (COD) has been as follows:

<b>Year</b>	<b>Eq. Ratio</b>	<b>General COD</b>	<b># of Sales</b>
2019	89.33%	N/A	N/A
2018	88.76%	9.52%	80
2017	90.85%	10.39%	63
2016	92.12%	8.91%	70
2015	94.44%	7.17%	70

## **2. Scope of Services**

The Company agrees to prepare and execute a complete revaluation program of all real property within the confines of the Borough of North Caldwell as illustrated on the Property Classification Schedule, attached as **Exhibit 12** of this RFP, for use by the Tax Assessor in accordance with this RFP and the associated RFP documents, all of which are annexed hereto and which form a part of this RFP.

The Company agrees to provide services necessary to classify and appraise each parcel of real estate and each real property improvement which lies within the boundaries of the Borough of North Caldwell at its fair market value according N.J.S.A. 54:4-1 et seq., Standard 6 of the Uniform Standards of Professional Appraisal Practice and the State of New Jersey Administrative Code concerning the revaluation of all real property.

The Company shall prepare a separate list of tax-exempt properties indicating the full value of such property as if taxable.

The Company agrees to appraise all properties using the three (3) approaches to value (Sales Comparison, Replacement Cost and Income) where applicable and to use acceptable methods, forms and manuals authorized by the New Jersey Division of Taxation. The revaluation project shall be computer generated utilizing the Vital Computer Aided Mass Appraisal (CAMA), BRT's Powerpad mobile data collection system, and Vital Imaging systems in accordance with the specifications as outlined in the contractual agreement and so stated elsewhere.

The Company shall send out Further Statements under the Borough's letterhead and Tax Assessor's signature to all Exempt Properties (Class 15A, 15B, 15C, 15D, 15E and 15F). The Company shall request the Further Statement information by Certified Mail, return receipt requested. All printing and mailing costs for these statements shall be the Company's expense. The Company shall also prepare a separate list of tax-exempt properties indicating the full value of such property utilizing the three (3) approaches to value along with a scaled sketch of the improvements as if taxable.

The Company shall acquaint the Tax Assessor and staff, if any, in the use of procedures, standards and records used in determining the assessed values in order that the assessing office will be in a position to check the work as it progresses, and apply the same to new or altered properties as required subsequent the completion of the revaluation project.

Work shall commence within thirty (30) days of the effective date of the award of the contract.

The contract shall be for a term of one year commencing upon issuance of a notice to proceed. The contract may be extended, subject to the requirements under the applicable law and Municipal Governing Body approval.

The revaluation must be completed and the official Tax List filed with the Essex County Board of Taxation by January 10, 2021.

#### **E. Company's Key Staff who will be assigned to manage the revaluation**

Resumes of all key staff that will have major productive roles and responsibilities in connection with the Borough's revaluation must be submitted for review. Include the resumes of the project manager/principal-in-charge and other key staff identified in the detail organizational chart. The Company shall identify the project manager to be in charge of the revaluation within the proposal response.

The Tax Assessor reserves the right and discretion to request a replacement project manager at any time in the interest of the Borough of North Caldwell obtaining the highest quality revaluation results. The Company shall provide a qualified replacement project manager that is acceptable to the Tax Assessor within 5 days of written notice or be subject to a \$500.00 per day penalty for every day that a qualified and acceptable replacement project manager is not in place to manage the Borough's revaluation project.

### **Compliance with Public Contracting and Campaign Finance Laws**

The selection of Qualified Companies is subject to the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., the provisions of "New Jersey Local Unit Pay-to-Play" Law, N.J.S.A. 19:44A-20.4 et seq. The Borough 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 sealed Proposal in response to this RFP. Responses to this RFP will be evaluated in accordance with the criteria set forth, which will be applied in the same manner to each response received.

The Company is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3), if the Company receives contracts in excess of \$50,000.00 from public entities in a calendar year. It is each Respondent's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elect.state.nj.us](http://www.elect.state.nj.us)

### **8. Designated Contract Person**

All communications concerning this RFP or the RFP process shall be directed to the Borough's Clerk, in writing:

Borough of North Caldwell  
Tami Michelotti, Municipal Clerk  
141 Gould Avenue  
North Caldwell, NJ 07006

### **9. Addenda**

Subsequent to issuance of this RFP, the Borough (through the issuance of addenda to all firms that have received a copy of the RFP) may amend, modify, supplement or withdraw this RFP as otherwise deemed necessary or appropriate by and in the sole judgment of the Borough.

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

The conditions and requirements are intended to be open and competitive for the purpose of obtaining adequate participation of interested parties, uniformity in the submission of proposals and selection of the most responsive proposal, not necessarily the lowest proposal. The Borough shall be the sole judge of the merits of all proposals and sample materials submitted.

## **10. Award**

The Borough will select and approve a Company. The Borough will further seek approval from the Municipal Governing Body, via adoption of a resolution, based upon the Borough's assessment of which Company is most qualified and would best serve the interest of the Borough.

The Borough may or may not conduct negotiations with the Companies responding to this RFP. Therefore, the written proposal submitted should contain the Company's most favorable terms and conditions, since the selection and award may be without discussion with any of the Companies responding to this RFP.

### **1. Insurance and Bonding**

The Company shall provide certificates of Liability and Workers' Compensation insurance providing coverage in accordance with the Borough's insurance requirements. Insurance coverage shall indemnify and save harmless the Borough of North Caldwell from any and all liability arising from the Company's work to be performed under the contract including attorneys' fees and costs in connection with the defense of any such claims.

The Company shall carry the following insurance for the complete duration in the performance of its services and shall provide certificates of insurance evidencing its coverage prior to starting work on the revaluation. The certificates of insurance shall provide for advance notice to the Borough of any subsequent modification or cancellation of the coverages.

A. The Company shall provide Workers' Compensation Insurance with coverage as required by the State of New Jersey.

B. The Company shall provide Comprehensive General Liability Insurance with a limit of not less than \$3,000,000 each occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage.

C. The Company shall provide Automobile Liability Insurance with a limit of not less than \$1,000,000 for automobile coverage per occurrence/claim.

D. The Company shall provide Professional Liability Insurance of the type necessary to protect the Borough from any professional liability arising under this Agreement. Said insurance shall be in an amount no less than \$2,000,000 for any one claim.

E. The Company shall provide Excess Umbrella Insurance in the amount of \$1,000,000 giving protection in excess of the General and Auto Liability coverage.

The aforementioned policies shall name the Borough of North Caldwell as an additional insured.

A performance surety bond equal to the amount of this contract, executed by reputable bonding firm authorized to do business in the State of New Jersey shall be provided at contract execution. The surety bond shall be subject to a reduction of ten (10) percent of the contract amount upon acceptance of the completed revaluation by the Tax Assessor. Said surety bond shall be subject to full cancellation at the conclusion of the second year of all appeals before the Essex County Board of Taxation.

A treasury listed Bonding Company is to be provided with an AB Best rating.

Copies of all insurance policies and the surety bond shall be provided to the Borough of North Caldwell prior to the commencement of any work under the contract.

## **12. Affirmative Action**

The Company is required to comply with the affirmative action requirements of P.L. 1975, c. 127, N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127) and Subchapter 10 of the Administrative Code at N.J.A.C. 17-27 as amended, supplemented and the rules and regulations promulgated pursuant thereto, and the provisions set forth in the State of New Jersey Equal Employment Opportunity Provisions for Professional Service Contracts and other Borough of North Caldwell Ordinances pertaining to affirmative action.

## **13. Termination of Agreement for Convenience**

The Borough may terminate the Company's services under the contract in whole or in part for any reason at any time before completion. In that event, the Company shall be given notice by the Borough of such termination specifying the effective date of same. Compensation shall be paid to the Company pursuant to the terms of the contract for the work actually performed prior to said date. No actions or claims for damages of any nature shall be brought against the Borough in the event it exercises this right of termination.

## **14. Compliance with Federal, State and Local Law**

The Company shall comply with all applicable laws, ordinances, and codes of the United States, the State of New Jersey and local governments within the State.

## **15. Indemnification**

The Company agrees to defend, indemnify protect, and save harmless the Borough and its subsidiaries and their boards, employees, agents and servants from and against any and all law suits, claims, demands or damages of whatsoever kind or nature but only to the extent they arise out of any act, error or omission, or failure to exercise such care as is customary in the profession by the Company, its agents, servants and employees in the performance of any and all services pursuant to this Agreement. Such indemnification shall include, but is not limited to, expenditures for and costs of investigations, hiring of expert witnesses, court costs, counsel fees, settlements, and judgments or otherwise.

The Company is an independent professional firm contracting with the Borough to provide specialized services. The Company, its officers, partners, employees, agents, and servants are not to be deemed employees, agents or servants of the Borough. The Company assumes full responsibility for liability arising out of their conduct whether by action or inaction. The Borough assumes no liability or responsibility for the acts of the Company, its officers, partners, employees, agents or servants by virtue of entering into this Agreement.

## **16. Conflict of Interest**

The Company shall submit a statement setting forth whether it or any immediate relatives of the Principal(s) of the Company, and/or shareholders, partners, investors, executives, directors and/or employees own or has any interest in a company that represents or is engaged to perform real estate appraisals for any plaintiff/property owner(s) as a valuation expert in tax appeal matters against any municipality. The Borough reserves the right to automatically reject/disqualify any proposal submitted in the event a conflict of this nature exists.

With respect to the Company, subsidiaries or any of its employees, identify any pending litigation and/or regulatory action by any oversight body or entity that could have an adverse material impact on the Company's ability to serve the Borough.

Indicate whether the Company has ever had a prior contract with any governmental entity terminated for any reason or if payment from a governmental entity is currently being withheld for any reason, or if a bond posted for guaranty of performance has not been released. If the answer to any of the foregoing is affirmative, provide a detailed explanation.

List all immediate relatives of the Principal(s) of the Company who are employees or elected officials for the Borough of North Caldwell. For these purposes, "immediate relative" is defined as a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws by reason of relation.

No commissioner or employee of the Essex County Board of Taxation and no assessor of a taxing district within Essex County and no official or employee of the Borough of North Caldwell shall have any interest whatsoever, directly or indirectly, as an officer, stockholder, employee or any other capacity in the Company.

No Company, or any related entities and/or any immediate relatives of the Principal(s) of the Company, and/or shareholders, partners, investors, executives and/or employees shall have current or prior employment or interest in a company performing real estate valuation services on behalf of property owners or their legal representative in any tax appeal litigation against any municipality.

The successful Company, or any related entities and/or any immediate relatives of the Principal(s) of the Company, and/or shareholders, partners, investors, employees shall not represent a Borough of North Caldwell property owner as an expert witness or perform valuation services against the Borough for a period of fifteen (15) years from January 1, 2021.

#### **17. Litigation History**

The Company shall list and describe in detail any current, ongoing, and completed litigation or threatened litigation or dispute the firm is experiencing or has experienced within the last ten (10) years. The Borough reserves the right to automatically reject/disqualify any proposal submitted based on current, ongoing and/or past litigation.

The Company shall include with its Proposal, a list of municipalities where a revaluation or reassessment was completed in the last ten (10) years. The list should clearly identify between revaluation and reassessment programs. For each revaluation, the Company should also list the general coefficient of deviation in the year following the revaluation.

#### **18. Confidential Nature of Project**

Disclosure of any appraisal information or potential tax impact information to any individual, firm, or corporation, other than the Tax Assessor or his or her authorized representative is expressly prohibited, and if done before conclusion of the project will be considered a violation of the contract. It is understood that this does not refer to information released under due process of law and the Open Public Records Act (OPRA) of the State of New Jersey or information discussed in connection with the informal taxpayer review hearings.

All property record cards, computer data (Access, Excel, Word), computer assisted mass appraisal (CAMA) data, income & expense statements (Ch. 91 statements), empirical data, valuation data, all analysis in any form and maps collected, created and/or calculated in connection with the revaluation are the property of the Borough. Disclosure, dissemination, reproduction, utilization or use of any such information in any manner without the express written consent of the Borough attorney and municipal tax assessor is strictly prohibited. The Borough will reserve all legal remedies and rights should the Company breach or fail to comply with this provision.

## APPENDIX A

### Acknowledgement of Required Documents Submitted

Checklist for Items that will be required (Place an X next to each item submitted)

1	Executed Letter of Qualification	
2	Executed Letter of Intent	
3	Executed "Disclosure Statement"	
4	Mandatory Affirmative Action Language	
5	Mandatory Language: American Disabilities Act	
6	Business Registration Certificate (BRC) from the State of New Jersey Department of Treasury, Division of Revenue	
7	Non-Collusion Affidavit (properly notarized)	
8	Required Insurance Documentation	
10	Executed "Conflict of Interest Certificate"	
11	Executed "Company's Disclosure Form and Certification"	
12	Acknowledgment of Receipt of Addendum, if applicable	
13	Disclosure of Investment Activities In Iran	

Signature: The undersigned hereby acknowledges and will submit the above listed requirements, except insurance, at the time the proposal is officially received. A certificate of insurance must be submitted prior to execution of contract.

Name of Respondent/Company: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 1**  
**LETTER OF QUALIFICATIONS**

**(Note: To be typed on Company's letterhead. No modifications may be made to this letter)**

[Insert date]

Borough of North Caldwell  
141 Gould Avenue  
North Caldwell, NJ 07006  
Attn: Tami Michelotti, Municipal Clerk

Dear Ms. Michelotti:

The undersigned has reviewed our Qualification Statement submitted in response to the Request for Proposal (RFP) issued by the Borough of North Caldwell ("Borough"), dated \_\_\_\_\_, in connection with the Borough's need for professional services to prepared and execute a complete program for the revaluation of all real property located in the Borough of North Caldwell, for the project entitled "Revaluation Of All Real Property."

We affirm that the contents of our Qualification Statement (which Qualification is incorporated herein by reference) are accurate, factual and complete to the best of our knowledge and belief and that the Qualification Statement is submitted in good faith upon express understanding that any false statement may result in the disqualification of (Your Company Name).

(Company shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each Company shall sign.)

(Signature of Chief Executive Officer)  
(Type Name and Title)

(Type Name of Firm)

Dated:

- ❖ If a joint venture, partnership or other formal organization is submitting a Qualification Statement, each participant shall execute this Letter of Qualification.

**EXHIBIT 2**  
**LETTER OF INTENT**

**(Note: To be typed on Company's Letterhead. No modifications may be made to this letter)**

[Insert date]

Borough of North Caldwell  
141 Gould Avenue  
North Caldwell, NJ 07006  
Attn: Tami Michelotti, Municipal Clerk

Dear Ms. Michelotti:

The undersigned, as Company, has (have) submitted the attached Proposal in response to a Request for Proposal (RFP), issued by the Borough of North Caldwell ("Borough"), dated [insert date], in connection with the Borough's need for professional services to prepare an execute a complete program for the revaluation of all real property located in the Borough of North Caldwell, for the project entitled "Revaluation Of All Real Property."

[Insert Company Name] HEREBY STATES:

1. The Qualification Statement contains true accurate, factual and complete information.
2. [Insert Company Name] agrees (agree) to participate in good faith in the procurement process as described in the RFP and to adhere to the Borough's procurement schedule.
3. [Insert Company Name] acknowledges that all costs incurred by it (them) in connection with the preparation and submission of the Proposal submitted in response to the RFP, or any negotiation which results there from shall be exclusively the sole responsibility of the Company.
4. [insert Company Name] hereby declares (declare) that the only persons participating in this Proposal as Principals are named herein and that no person other than those mentioned has any participation in this proposal or in any contract to be entered into with respect thereto. Additional persons may be subsequently included as participating Principals, but only if acceptable to the Borough.

5. [insert Company Name] declares that this Proposal is made without connection with any other person, firm or parties who has submitted a Proposal, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.
  
6. [Insert Company Name] acknowledges and agrees that the Borough may amend, modify, or withdraw this RFP (in its sole judgment). In any case, the Borough shall not have any liability to the Company for any costs incurred by the Company with respect to the procurement activities described in this RFP.
  
7. [Insert Company Name] acknowledges that any contract executed with respect to the provision of [insert services] must comply with all applicable affirmative action and similar laws. Company hereby agrees to take such actions as are required in order to comply with such applicable laws.

(Company shall sign and complete the space provided below. If a joint venture, appropriate officers of each Company shall sign.)

(Signature of Chief Executive Officer)  
(Type Name and Title)

(Type Name of Firm)

Dated:

- ❖ If a joint venture, partnership or other formal organization is submitting a Qualification Statement, each participant shall execute this Letter of Qualification.

**EXHIBIT 3**

**STATEMENT OF OWNERSHIP  
(OWNERSHIP DISCLOSURE CERTIFICATION FORM)**

*Required pursuant to N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)*

This Statement Shall Be Included with All Bid and Proposal Submissions

Name of Business: \_\_\_\_\_

Address of Business: \_\_\_\_\_  
\_\_\_\_\_

Name of person completing this form: \_\_\_\_\_

**N.J.S.A. 52:25-24.2:**

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

**CONTINUED ON NEXT PAGE**

**STATEMENT OF OWNERSHIP  
OWNERSHIP DISCLOSURE CERTIFICATION FORM (CONTINUED)**

*Required pursuant to N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)*

This Ownership Disclosure Certification form shall be completed, signed and notarized.

**Failure of the bidder/proposer to submit the required information is cause for  
automatic rejection of the bid or proposal**

**PART I**

**Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- Partnership             Limited Partnership             Limited Liability Partnership
- Limited Liability Company
- For-profit Corporation (including Subchapters C and S or Professional Corporation)
- Other (be specific): \_\_\_\_\_

**PART II**

- I certify that the list on the next page contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

**OR**

- I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

**CONTINUED ON NEXT PAGE**

**STATEMENT OF OWNERSHIP  
OWNERSHIP DISCLOSURE CERTIFICATION FORM (CONTINUED)**

*Required pursuant to N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)*

**Sign and notarize the form below, and, if necessary, complete the list below. (Please attach additional sheets if more space is needed):**

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_  
\_\_\_\_\_

**CONTINUED ON NEXT PAGE**

**STATEMENT OF OWNERSHIP  
OWNERSHIP DISCLOSURE CERTIFICATION FORM (CONTINUED)**

*Required pursuant to N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)*

**PART III**

**Any Direct or Indirect Parent Entity Which is Publicly Traded:**

“To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.”

Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

**OR**

Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

\_\_\_\_\_  
\_\_\_\_\_

**AND**

Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn before me this  
\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Affiant Name and Title

Commission Expires: \_\_\_\_\_  
**(Notary Stamp/Seal)**

**(Corporate Seal, if appropriate)**

**END OF STATEMENT OF OWNERSHIP**

## EXHIBIT 4

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

#### GOODS, PROFESSIONAL SERVICES 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, or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.**, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or a binding determination of the applicable 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

## EXHIBIT 5

### **AMERICANS WITH DISABILITY ACT OF 1990** **EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY**

The Company and the Borough of North Caldwell (herein referred to as the "BOROUGH") do hereby agree that the provisions of Title 11 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 Borough pursuant to this contract, the Company agrees that the performance shall be in strict compliance with this Act. In the event the Company, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Company shall defend the Borough in any action or administrative proceeding commenced pursuant this Act. The Company shall indemnify, protect, and save harmless the BOROUGH, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind of nature arising out of or claimed to arise out of the alleged legal violation. The Company 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 Borough's grievance procedure; the Company agrees to abide any decision of the Borough, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the Borough or if the Borough incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Company shall satisfy and discharge the same at its own expense.

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

It is expressly agreed and understood that any approval by the Borough of the services provided by the Company pursuant to this contract will not relieve the Company of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Borough pursuant to this paragraph. It is further agreed and understood that the Borough assumes no obligation to indemnify or save harmless the Company, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

Furthermore, the Company expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Company's obligation assumed in this Agreement, nor shall they be construed to relieve the Company from any liability, nor preclude the Borough from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

**EXHIBIT 6**

**NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS**

The Company must include proof of its own business registration and proofs of business registration of those subcontractors, if applicable, required to be listed in the Company’s submission (i.e., “named subcontractors”). The proof of business registration shall be provided and be valid at the time the proposal is officially received and opened by the Borough. As a professional courtesy please provide copy of your NJ Business Registration Certificate with your RFP.

The Company shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Company.

Before final payment on the contract is made by the contracting agency, the Company shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the Company and each of its affiliates and subcontractors and each their affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director of the New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with the contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C. 52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$100 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

evidence

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_

Notary Public, State of \_\_\_\_\_

My Commission expires \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_

**EXHIBIT 7**

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY:

SS: \_\_\_\_\_

COUNTY OF ESSEX:

I, \_\_\_\_\_ of the Borough of \_\_\_\_\_ in the County of \_\_\_\_\_ and the State of New Jersey, of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_ the Company making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said Company has not, directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive Company 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 \_\_\_\_\_ relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said project.

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_

Notary Public, State of \_\_\_\_\_

My Commission expires \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_

**EXHIBIT 8**

**INSURANCE and BONDING REQUIREMENTS and ACKNOWLEDGEMENT FORM**

Certificate(s) of Insurance and bond shall be filed with the Borough Clerk’s Office upon award of the contract by the Borough of North Caldwell.

The minimum amount of insurance to be carried by the Company shall be as follows:

**MINIMUM LIMITS OF INSURANCE COVERAGE**

1. The Company shall provide Workers’ Compensation Insurance with coverage as required by the laws of the State of New Jersey.
2. The Company shall provide Comprehensive General Liability Insurance with a limit of not less than \$3,000,000 each occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage.
3. The Company shall provide Automobile Liability Insurance with a limit of not less than \$1,000,000 for automobile coverage per occurrence/claim.
4. The Company shall provide Professional Liability Insurance of the type necessary to protect the Borough from any professional liability arising under this Revaluation Contract with the Borough of North Caldwell. Said insurance amount shall be a minimum of \$2,000,000 for any one claim.
5. The Company shall provide Excess Umbrella Insurance Coverage in the amount of \$1,000,000 giving protection in excess of the General and Auto Liability coverage.

A performance surety bond equal to the amount of this contract, executed by a reputable bonding firm authorized to do business in the State of New Jersey shall be provided. The surety bond shall be subject to a reduction of ten (10%) percent of the contract amount upon acceptance of the completed revaluation by the Tax Assessor. Said surety bond shall be subject to full cancellation upon completion of the second year of appeals before the Essex County Board of Taxation.

A treasury listed Bonding Company is to be provided with an AB Best rating.

Copies of the insurance policies and surety bond shall be provided to the Borough of North Caldwell prior to the commencement of any work under this contract.

The certificate(s) of insurance must cover the contract period and name the Borough of North Caldwell as an “additional insured.”

Acknowledgment of Insurance Requirements:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

**EXHIBIT 9**

**CONFLICT OF INTEREST CERTIFICATE**

Pursuant to item #16 incorporated in these Proposal Specification, the Company shall submit a statement and certification detailing and describing any conflict of interest as outlined therein.

IN WITNESS WHEREOF, the undersigned  
Has caused this Certificate to be executed

This \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

**EXHIBIT 10**

**Company Statement and Certification of Litigation and Disputes**

Please describe accurately and in complete detail the following:

Please state whether any of the following issues and/or events has occurred in the last ten (10) years with respect to said Company (as its current entity or as a predecessor entity). If the answer is "yes" to any of the following please explain the following in full detail.

- A. Whether the Company was subject of any claim, settlement, order, judgment or decree.
- B. Whether the Company was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to the Company and/or other parties.
- C. Whether a petition under bankruptcy, insolvency or receivership was filed by or against said Company.
- D. Whether the Company has:
  - a. Were awarded a contract and your contract was terminated;
  - b. Were awarded a contract in which your contract was temporarily discontinued which directly arose from activities conducted by the Company;
  - c. Were awarded a contract that subsequently resulted in your Company receiving a fine, refund of monies paid it or has their surety bond frozen which directly arose from services your Company was hired to perform;
  - d. Were awarded a contract and have not delivered all the services or provided all the deliverables and in current dispute with the other party over a contract awarded your Company.

Failure to provide the required Disclosure Certification, submit officially signed an notarized documents or response to any and all information requested/required by the Borough will result in the proposal response being disqualified as non-responsive.

Under penalty or perjury, I declare that I have examined the Request for Proposal, the Company provided proposal and the Litigation and Dispute Disclosure form hereto, to the best of my knowledge and belief and all statements contained hereto are true, accurate and complete.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019

Notary Public, State of \_\_\_\_\_

My Commission expires \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_

**EXHIBIT 11**

**BOROUGH OF NORTH CALDWELL**

**DISTRICT WIDE REVALUATION OF ALL REAL PROPERTY**

**PROPERTY CLASSIFICATION SCHEDULE**

As of January 10, 2019 the Borough's MOD-IV data indicates the following breakdown of properties:

<b>Property Class</b>	<b># of Line Items</b>
<b>1</b>	<b>94</b>
<b>2</b>	<b>2,295</b>
<b>3A</b>	<b>0</b>
<b>3B</b>	<b>0</b>
<b>4A</b>	<b>13</b>
<b>4B</b>	<b>2</b>
<b>4C</b>	<b>0</b>
<b>15A</b>	<b>4</b>
<b>15B</b>	<b>0</b>
<b>15C</b>	<b>31</b>
<b>15D</b>	<b>3</b>
<b>15E</b>	<b>0</b>
<b>15F</b>	<b>17</b>

EXHIBIT 13

DISCLOSURE OF INVESTMENT
ACTIVITIES IN IRAN

OPS Number: Proposer:

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran.

AND

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: Relationship to Proposer:
Description of Activities:
Duration of Engagement: Anticipated Cessation Date:
Proposer Contact Name: Contact Phone Number:

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Signature:

Title: Date: