

BOROUGH OF SOUTH PLAINFIELD

**REQUEST FOR PROPOSAL
FOR MUNICIPAL-WIDE
REVALUATION OF ALL REAL PROPERTY**

ISSUE DATE:
September 2, 2025

SUBMISSION DEADLINE:
10:00 a.m., Wednesday, October 1, 2025

ADDRESS ALL PROPOSALS TO:

OFFICE OF THE BOROUGH CLERK
Municipal Building
2480 Plainfield Avenue
South Plainfield, New Jersey 07080

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING PROPOSALS

BOROUGH OF SOUTH PLAINFIELD
2480 PLAINFIELD AVENUE
SOUTH PLAINFIELD, NEW JERSEY 07080

CONTACT PERSON

GLENN J. CULLEN, JR., CFO/ADMINISTRATOR
908-226-7602
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PURPOSE OF REQUEST

In order to undertake the Revaluation of all real property in the BOROUGH OF SOUTH PLAINFIELD ('Boro'), the Boro 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 "South Plainfield Boro Municipal-Wide Revaluation." 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 Boro.

Through the Request for Proposal ("RFP") process specifically described herein, person(s) and/or firm(s) ("Company") interested in performing and assisting the 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. Revaluation Firms submitting proposals must be on the State of New Jersey's Approved Revaluation Firm List.

DEFINED TERMS

The following definitions shall apply to and are used in this Request for Proposals:

"BORO" - refers to the BOROUGH OF SOUTH PLAINFIELD.

"Proposal" - refers to the complete responses to this RFP submitted by the Respondents.

"Qualified Respondent" - refers to a Respondent who (in the sole and absolute discretion of the BORO) has satisfied the Proposal criteria set forth in this RFP.

"RFP" - refers to this Request for Proposals, including any amendments thereof or supplements thereto.

"Respondent" or "Respondents" - refers to the interested persons and/or firm(s) that submit a Proposal.

CONTRACT FORM

If selected, a respondent shall be required to execute the BORO's form contract, which includes, among other things, indemnification, insurance, termination, and licensing provisions. A complete copy of a draft BORO form contract is available upon request.

It is also agreed and understood that the acceptance of the final payment by a vendor shall be considered a release in full of all claims against the BORO arising out of, or by reason of, the work done and materials furnished under the contract.

REQUIREMENTS OF THE PROPOSALS FOR PROFESSIONAL SERVICES

1. BOROUGH OF SOUTH PLAINFIELD FACTS AND FIGURES – The BOROUGH OF SOUTH PLAINFIELD is a legal, governmental entity. The BORO was incorporated in 1926 and operates under N.J.S.A 40A:60-1, et seq., the borough form of government. The BORO is governed by a mayor and borough council. The Borough Council sets policy, adopts the operating and capital budgets for the BORO, enacts ordinances and sets the direction of how the BOROUGH OF SOUTH PLAINFIELD will provide government services. The Mayor is elected and is the chief executive. The Borough Administrator carries out the policies adopted by the Mayor and Borough Council.

The BORO's population is approximately 24,300 and it consists of approximately 8.33 square miles of area. The BORO provides a full range of municipal services.

The last Revaluation was October 1, 1985, and the current Equalization Ratio is 27.77%. A breakdown of the BORO's ratable base is provided in the enclosed 'Proposal Form.'

The BORO's operating budget is approximately \$1,250,000.00 million.

2. NATURE/ SCOPE OF SERVICES – The BORO hereby solicits Proposals from Respondents who have expertise in providing professional Revaluation services. Respondents must demonstrate that they satisfy all professional requirements and will have the continuing capabilities to perform these services.

3. SUBMISSION REQUIREMENTS – The RFP Proposal Form lists the breakdown of the BORO's ratables and exempt properties. This list is attached in an effort to only assist the Firms with submitting uniform proposals. All proposals shall illustrate the costs for additional (new) line items that may be created due to approved sub-divisions that occur during the process of Revaluation.

In addition to the forms elsewhere in these specifications that need to be completed and submitted, the following is additional information that also needs to be submitted with the proposal:

- A. A list of municipalities in New Jersey and outside the state where Revaluations have been performed by the Firm for the past five years. For each community list the number of tax

appeals filed to the County Board of Taxation, and the number of tax appeals filed to the Tax Court, for the three (3) year period subsequent to completion of the Revaluation. For each list, state the number of appeals resulting in a sustained or upheld assessment, and the number of appeals resulting in a reduced assessment by adverse judgment, settlement, or otherwise.

- B. The names and addresses of the Firm's officers and the number of years each officer has been engaged in real property valuation. Please include copies of their resumes which shall include their past employers and their job titles and responsibilities.
- C. Resumes of any key personnel to be involved in the Revaluation.
- D. A list of the employees expected to be assigned to the BORO Revaluation project and their qualifications.
- E. A statement of whether any litigation involving the Firm's performance or Revaluation contract has occurred during the past five years and, if so, explain in detail the nature of such litigation and the results thereof.
- F. The names and addresses of the Firm's parent corporation and subsidiaries, if any.
- G. Proposed project schedule.
- H. Conflicts of interest, if any.

The BORO reserves the right to waive technicalities and formalities in response to the RFP where deemed advisable in protection of the best interests of the BORO. The BORO reserves the right, as it deems necessary, to investigate any and all qualification claims made by any 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 in support of the claims made and included in any RFP.

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

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

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

The BORO reserves the right to reject any and all RFP responses, and make the award based on the best interests of the BORO.

The BORO reserves the right, with prior notice, to supplement, amend or otherwise modify this RFP or otherwise request additional information.

The BORO reserves the right to withdraw this RFP at any time without prior notice, and the BORO makes no representations that any contract will be awarded to any company responding to this RFP.

The BORO reserves the right to postpone the RFP opening for its own convenience.

The BORO can change or alter the schedule for any events called for in this RFP upon the issuance of notice to all prospective companies who have received a copy of this RFP.

4. QUALIFICATIONS OF PRINCIPALS AND EMPLOYEES OF THE APPRAISAL FIRM

- A. Personnel assigned to perform the various tasks for the BORO's Revaluation will be full-time and experienced in their designated tasks. The personnel who will be responsible for developing the final values for each of the property classes are required to have at least the following certifications:

Class 2 & Class 2 Vacant Land – Certified Tax Assessor (CTA)

Class 4, Class 4 Vacant Land & Class 15 – State Certified General Real Estate Appraiser License and Certified Tax Assessor (CTA)

- B. The Firm shall designate one of its principals to act as the Firm's representative in connection with the Revaluation program. This representative shall be fully responsible to the Municipal Assessor for the completion of all work pursuant to this contract and the manner in which it is performed.
- C. The principals and employees of the Firm engaged in the Revaluation program undertaken pursuant to the Agreement shall possess the following minimum qualifications:
1. Principal Appraisers. The principal appraisers in charge of the mass appraisal work shall have not less than ten (10) years of practical experience involving diverse commercial, industrial, apartment and residential properties. Five (5) years of this experience shall have been in the mass appraisal field and shall have occurred within the past seven (7) years. The principal Class 4 appraiser and those who have controlling interest in the Firm shall be State Certified Real Estate Appraisers and shall have at least ten (10) years of full time, practical and extensive appraisal experience in the valuation of the four classifications of real property.
 2. Supervisors. The supervisor(s) in direct charge of the work in the field shall have had not less than five (5) years of industrial, apartment and residential properties experience in the field of Revaluation. Three (3) years of this experience shall have been in the mass appraisal field and shall have occurred within the past five (5) years.

3. Field Inspectors. All field personnel involved in the inspection of properties for prime data to be entered on property record cards shall have not less than one (1) year of experience in the mass appraisal field. All field personnel shall be twenty-one (21) years of age or older, be graduates of secondary school, and be thoroughly trained in all phases of their work.
 4. Training required. All employees other than supervisory personnel engaged in work on the Revaluation project shall have received at least 150 hours of in-service training pertaining to their particular phase of work, and shall be generally aware of the other phases of the Revaluation project prior to commencing actual work on said project.
- D. Classification of all properties in the Revaluation project and final determination of all land values shall be done by personnel who possess qualifications at least equal to those of supervisors.
 - E. With the proposal submission, the Firm shall submit to the Municipal Assessor resumes of all personnel and employees who will be performing work on the Revaluation project, establishing possession of the required qualifications by all such personnel.
 - F. Any requested change in personnel by the Firm during the term of the Agreement and/or the course of the Revaluation project shall be submitted in writing to and approved by the Municipal Assessor before the change shall be effectuated.
 - G. The Municipal Assessor may require the Firm to remove any employee or agent of the Firm from work on the Revaluation program, if in the sole opinion of the Assessor, that person is incompetent or negligent in the performance of his duties, or is guilty of misconduct or improper behavior. Such employee or agent of the Firm shall not perform any further work in connection with the Revaluation project without the prior written approval of the Assessor.

5. CONDITIONS TO BE MET BY THE BORO

The Municipality shall furnish the Firm with the following, except it is understood that no original documents shall leave Municipality premises:

- A. An up-to-date tax map approved by the State and deemed suitable for Revaluation use shall be made available prior to the commencement of this contract. It shall be the duty of the Firm to ascertain from time-to-time during the course of the work whether there have been any new subdivisions or other tax map changes. In the event that any tax map changes should occur, it is then the obligation of the Firm to utilize such information for Revaluation use. In the event that such changes are brought to the attention of the Firm at any time prior to the completion of this Revaluation, it is the Firm's duty and obligation to utilize such information to compute the appropriate assessments at no additional charge.
- B. Such deed abstracts and SR1-A forms as are on file in the Assessor's office. The Firm shall not remove such deed abstracts or SR1-A forms from the Assessor's office, but

shall have access to said documents during regular Municipal business hours. Existing property record cards shall only be provided to the Firm upon written presentation of reasons for their use in the Revaluation project satisfactory to the Assessor.

- C. Official records as may be on file with various Municipal offices and are necessary to assist the Firm with its performance of the Revaluation project. Such records may not be removed from the Municipal departments and offices by and in which they are maintained, but shall be accessible to the Firm during regular Municipal business hours.
- D. Letters of introduction to property owners to facilitate access by the Firm's representatives to property to be appraised.
- E. The mailing addresses of all owners of property in the Municipality to enable the Firm to maintain a current mailing list.
- F. A copy of the current Land Use Ordinance which includes zoning regulations and a zoning map as well as any amendments to the ordinance adopted and variance applications made during the course of the Revaluation project.
- G. Two (2) copies of an up-to-date tax map and (4) copies of a reduced tax map (11 x 17).

6. **SCHEDULE OF WORK REQUIRED**

- A. Commencement and Completion Dates. The Firm shall commence work within two weeks after approval of the Agreement by the Director of the Division of Taxation and execution on behalf of the Boro.
- B. Phases of Work to be Performed According to Schedule. There shall be a schedule of Work for completion of various aspects of the Revaluation project, to be established in accordance with the following provisions.
 - a. **Written Schedule of Work Required.** Immediately upon execution of the Agreement on behalf of the Municipality, a principal of the Firm shall meet with Mayor and Administrator to establish a written Schedule of Work for the performance of the Revaluation project. Said Schedule of Work shall be annexed hereto and made a part of the Agreement for this project. The Schedule of Work shall include a payment schedule based upon the various facets of the work.
 - b. **Specific Dates to be Established.** The Schedule of Work shall establish commencement and completion dates for all significant aspects and phases of the work. It shall include, but not be limited to, the establishment of the dates by which the following specific aspects of the work shall be commenced and completed:
 - i. Mailing of initial explanatory letter and brochure to property owners;
 - ii. Public education program;
 - iii. Office work;

- iv. Mailing of notices to property owners regarding property inspections;
- v. Field work, including building inspections and measurements;
- vi. Photography (both front and rear pictures);
- vii. Data gathering and analysis for income approach to valuation (where relevant as determined by the Assessor and the Firm);
- viii. Data gathering and analysis for establishment of land values and market data approach to valuation (where relevant as determined by the Assessor and the Firm);
- ix. Mailing of notices to property owners regarding informal review sessions;
- x. Informal review sessions with interested property owners at Town Hall, during business and evening hours, upon request;
- xi. Revision of property appraisals after completion of informal review sessions;
- xii. Delivery of Revaluation list for computer changes;
- xiii. Final delivery of all materials required to be furnished to the Assessor as required by the Agreement.

C. **Schedule to be Followed.** The Firm shall adhere to the Schedule of Work and the completion dates established for the various phases of the work. In the event that the Firm shall fail to strictly adhere to the Schedule of Work and completion dates established, the Municipality shall deem that the Firm is in violation of the Agreement. Notwithstanding the foregoing, the Firm shall not be held liable for any damages caused by strike, war, catastrophes, or acts of God which might stop or delay the progress of work. In the event of any such occurrence, the Firm shall be allowed a reasonable amount of additional time to complete the scheduled work so stopped or delayed.

D. **Assessor to Determine Compliance with Schedule.** The Assessor shall ascertain from time to time that the Schedule of Work is being met. The Assessor shall also determine that the aspects and phases of the work completed in accordance with the Schedule are of good quality and meet the performance standards established below.

7. **PROCEDURES REQUIRED TO BE FOLLOWED BY THE FIRM DURING THE COURSE OF THE REVALUATION PROJECT**

A. **Review of Work Progress.** The Firm shall cooperate with the Municipal Assessor, who is hereby designated as South Plainfield's representative, for purposes of determining compliance by the Firm with the performance standards established herein.

- a. **Inspection of Work by the Assessor.** The Firm shall permit the Assessor to inspect any aspect of the work in progress at all stages of completion, to the end that objectives of the Agreement may be achieved.
- b. **Written Monthly Progress Reports.** The Firm shall submit written monthly reports to the Assessor and, if necessary, to the County Board of Taxation, detailing the progress of the work. The monthly progress reports shall indicate the current status of the work and compare that completed work with the

established Schedule of Work. An explanation to the Assessor shall be included where the progress of the work does not meet the timetable established by the Schedule of Work.

- c. **Requested Information to be Provided by the Firm.** A principal or Supervisor of the Firm shall meet and confer with the Assessor, and provide him with such information in addition to the monthly progress reports that he may request, whenever he deems it necessary to enable him to fully discharge his duties under the Agreement and as the Municipal Assessor.
 - d. **Spot Checks.** During the course of the field inspection phase of the Revaluation project, the Assessor and the Firm shall conduct spot checks in the field to verify that required procedures have been followed.
 - e. **Monthly Job Meetings.** The Firm shall attend monthly job meetings as may be convened by the Assessor.
- B. **Use of Municipal Records.** An accurate record of all official municipal records reviewed, considered and used by the Firm shall be kept by the Firm and delivered to the Assessor upon completion of the Revaluation project.
- C. **Public Education Program.** The Firm shall complete all work in such a manner as to maintain the best possible relations with the citizens and property owners of the Municipality. In cooperation with the Assessor, the Firm shall plan and conduct a suitable program of public education through the local press and other media, and through meetings with citizens and property owner groups both before and during the Revaluation project. Said public education program shall be a means of establishing understanding and support for the Revaluation project and sound assessment administration. The Firm shall be responsible for carrying out the public education program at its own expense. There shall be no publicity releases by the Firm without the prior review and approval by the Assessor. The Firm shall provide with their proposal examples of successful public outreach programs that the Firm has conducted with previous Municipalities. At a minimum, the public education program shall inform citizens and property owners of the following:
- a. That the Firm shall direct to each property owner a letter explaining that the municipality has been ordered by the Middlesex County Board of Taxation and the Director of the Division of Taxation to conduct a Revaluation of all real property in the district for tax purposes. It shall explain the basic purpose of the Revaluation project and how it shall be carried out. Said letter shall be prepared and sent first class mail by the Firm at its own cost and expense after the BORO approves the content of the letter.
 - b. That the Firm has been authorized by the municipality to make a fair and thorough examination and valuation of every property within the Municipal to effect the Revaluation.

- c. That every field representative of the Firm will be wearing or carrying identification and that no occupant of any property should hesitate to ask to examine such identification.
- d. That the owners are requested to prepare the occupants of their properties other than themselves for the inspections required to be made.
- e. That in addition to measuring exterior building dimensions, representatives of the Firm shall be making thorough interior inspections of all buildings.
- f. That there will be a time and place established for informal review of Revaluation values before final adoption of assessments by the Assessor.
- g. That the object of the Firm and the Revaluation project is to value each property as fairly as possible to assure the most equitable distribution of the property tax burden possible.

D. **Field Inspections.** A careful and complete field inspection shall be made of all properties in the Municipality, including exempt properties and the interior and exterior of all principal buildings and structures. All buildings and structures in the process of being constructed or altered during the course of the Revaluation project shall also be inspected. In such case, the Firm shall determine the percentage of completion and the appraised value of said property as of the first October following the appraisal. Each required inspection shall be undertaken and completed in compliance with the following:

- a. **Recording of Data.** All information and measurements which are necessary to determine the full and fair value of each property shall be taken and recorded.
- b. **Photo Identification.** The Firm shall supply each of its field representatives with a photograph identification card and shall get written approval from all its employees who will be working in the municipality for a standard State and Federal background check. Standard State and Federal background check shall mean a police check acceptable to the Chief of Police of the BORO. Field inspectors shall be provided with photo identification cards by the Firm, which shall be conspicuously displayed at the time of inspection. Field inspectors shall show every courtesy to the occupants of the properties inspected.
- c. **Inspection Procedure.** No less than three attempts shall be made to gain entrance to each property. At the time of the first unsuccessful attempt to gain entry, a card shall be left at the property indicating a date when a second attempt will be made. The card shall include a phone number and address to permit the property owner or occupant to contact the Firm to make other arrangements, if necessary. If the second attempt to gain entry is unsuccessful, a written notice shall be left advising that an assessment will be estimated unless a mutually convenient arrangement is made for a third visit to the property. No field inspector shall enter a property if there is a minor alone in the premises. The BORO Police Department shall be notified prior to all inspections.

- d. **Time of Inspections.** Inspections shall be scheduled during reasonable hours, including evenings and Saturdays. If necessary, the Assessor shall assist the Firm in making special arrangements for an inspection. The BORO Police Department shall be notified prior to all inspections.
 - e. **Inability to Gain Entry to Property.** If the property owner or occupant fails to respond to the written notice left after the second unsuccessful inspection attempt to gain entrance to a property, the Firm shall notify the Assessor in writing of failure to gain entry. If an owner or occupant refuses to grant entry or to provide necessary information to the field inspector, the Assessor shall be immediately notified in writing.
 - f. **Written List of Non-Entries.** A list of all non-entries and/or refusals and reasons for same shall be provided to the Assessor prior to the establishment of values. In no case shall a value be estimated by the Firm without the prior knowledge and consent of the Assessor.
 - g. **Signature of Owner or Occupant.** Upon each inspection, the date of the inspection and the signature of the owner or occupant shall be affixed to the inspection card, verifying that the building was measured and the interior thoroughly inspected.
 - h. **Discovery of Omitted Properties.** The Firm shall notify the Assessor of any properties discovered during the course of the inspections that are not on the 2025 tax lists. Such notification shall be provided in sufficient time to permit the Assessor to lawfully place an added/omitted assessment on the property.
 - i. **Inspector of Work by Assessor.** The Assessor shall be responsible for ascertaining during the course of the performance of the contract that the work is progressing properly and is of good quality. The Firm shall permit inspection of its work in progress at all stages by the Assessor and shall furnish information with respect thereto as may be required by the Assessor.
 - j. **Further Inspection Attempts may be Required by the Assessor.** If the Assessor is not satisfied that the field inspectors of the Firm have made reasonable efforts to examine the interiors of buildings or if the Assessor believes that less than 95% of the buildings have received an interior inspection, the Assessor shall have the authority to require the Firm to make further inspections.
- E. **Final Field Inspection Review.** Upon completion of field inspections by the Firm, a final field inspection and review of all land and building computations shall be made by a Supervisor of the Firm. The final field inspection and review shall be made property-by-property to eliminate any mechanical errors in computations and to insure uniformity in the classification of buildings and structures by the field staff. Depreciation shall be verified for obsolescence, design, lack of utility, local disadvantage, and any other peculiar factors affecting market value. Any known or apparent changes in the values or

conditions of individual properties from the time of the first inspection shall be noted and accounted for in the final value conclusion. All property record cards shall be checked in the field for accuracy of description, classification of property, depreciation, obsolescence and conversion factors. The cards shall also be checked for accuracy of computations and final appraised values.

- F. **Taxpayer Review.** Upon the completion of preliminary appraisals by the Firm, a written notice approved by the Assessor as to form shall be sent first class mail to each property owner setting forth the valuation and advising how and when informal taxpayer review hearings shall be scheduled and held and where to call for an appointment. Said letter shall be sent by the Firm at its own cost and expense.
- a. **Firm to Schedule Appointments.** The scheduling of all appointments for informal taxpayer review hearings shall be handled by the Firm. Each hearing shall be conducted by a knowledgeable and qualified member of the Firm appraisal staff. Appointments shall be scheduled during evening hours and Saturdays as necessary to accommodate all interested taxpayers to participate in the review process.
 - b. **Firm to Devote Sufficient Resources.** The Firm shall devote sufficient personnel resources to the handling of the informal taxpayer review process so as to enable all interested local taxpayers to be heard. The Municipality shall provide the location and space for the review hearings without expense to the appraisal Firm. The Firm shall hold informal review sessions on evenings and Saturdays as may be necessary to accommodate all taxpayers who may wish to fully review and discuss the appraised values of their respective properties. An individual discussion shall be afforded each taxpayer attending a review session. All reviews shall be completed by December of the year preceding the year of the implementation of the Revaluation project.
 - c. **Written Record of Review Hearings to be Kept by Firm.** A written record of each taxpayer review hearing and the outcome of such hearing shall be provided to the Assessor within ten (10) days of the completion of the hearings in a form approved by the Assessor, including owners' comments, objections, and other relevant data. Such written record shall include any revisions to the appraised value suggested by the Firm as a result of the hearing. In addition, each property owner who attends a hearing shall be notified in writing from the Firm as to the outcome of such hearing, but only after reviewing any proposed changes with the Assessor. Such notification shall be sent first class mail within fourteen (14) days of the hearing. Where deemed necessary, follow-up field inspections shall be conducted by the Firm.
 - d. **Notice of Final Valuation to be Provided by Firm.** After consultation with the Assessor, the Firm shall notify each taxpayer who participated in the review process of the results of the hearing, including any revisions to their property valuation. Such written notification shall be provided by the Firm within four (4) weeks of the conclusion of all taxpayer review hearings.

8. **PERFORMANCE STANDARDS FOR THE VALUATION OF THE PROPERTY BY THE FIRM**

- A. **Three Approaches to Value Required.** All real property shall be appraised on the basis of full and fair value, including land, buildings, and other improvements in accordance with N.J.S.A. 54:4-1, et seq. and 54:4-23 et seq. In determining the full and fair value of each property, the Firm shall use the Market Data Approach to valuation, the Cost Approach to valuation, and the Income Approach to valuation as may be appropriate. All valuations and the choice of the appropriate valuation approach shall meet with the Assessor's approval. Lot sizes shall be verified by utilizing the tax map, tax book, deeds, available surveys, subdivision maps and site plans. Discrepancies shall be brought to the attention of the Municipal Engineer for approval and input.
- B. **Exempt Properties.** All exempt properties shall have a property record card prepared containing all the information which would otherwise be required. The full and fair value shall be determined and shall be indicated on the property record card as if it were taxable.
- C. **Income Approach to Valuation.** The Firm shall consider as "income-producing" all properties of the type typically bought and sold in the marketplace primarily on the basis of the ability to yield net income. The Firm shall submit to each income-producing property a timely "Income & Expense" request in a form approved and signed by the Assessor, pursuant to and in compliance with the requirements of N.J.S.A. 54:4-34. In addition, the Firm shall analyze the local marketplace to derive capitalization rates, rentals and expenses in order to arrive at a supportable indication of value. Upon receipt and analysis of income and expense information from either source, the income approach to valuation shall be performed on all income-producing properties in accordance with generally accepted standards of practice. The capitalization procedure performed shall be set forth on the property record card. All supporting data relevant to the capitalization procedure shall be submitted with the property record card. The income approach to valuation shall be reconciled with the other approaches to valuation.
- D. **Cost Approach to Valuation.** The most recent edition of the Real Property Appraisal Manual for New Jersey Assessors shall be used as the basis for the application of the cost approach to value to residential property. Either the Marshall and Swift manual or the Microsystems CAMA Program manual shall be used as the basis for the application of the cost approach to value to Class 4 (commercial and industrial and apartment) properties. The Firm shall provide a copy of the current Marshall and Swift manual or the Microsystems CAMA Program manual to the Assessor at no charge to the Municipality. The use of the Marshall and Swift manual or the Microsystems CAMA Program valuation manual shall be approved by the Director of the Division of Taxation. Qualified Farmland shall be given two valuations; the first as a qualified farm and the second based on the highest and best use of the property.
- E. **Market Data Approach to Valuation.** The Firm shall collect and analyze local sales that occurred during the previous three (3) years in its application of the market data approach to valuation. The Firm shall prepare a sample format that will be used in the application

of this approach to value. The sales analysis shall include, but not be limited to, the following market factors:

- i. Address and neighborhood;
- ii. Zoning;
- iii. Quality classification;
- iv. Living area;
- v. Year built;
- vi. Lot size;
- vii. Number of bathrooms and fixtures therein;
- viii. Number of bedrooms;
- ix. Garage facilities;
- x. Existence and type of heating and air conditioning systems;
- xi. Number of fireplaces;
- xii. Interior and exterior condition;
- xiii. Decks and porches;
- xiv. Location and traffic flow;
- xv. Interior and exterior obsolescence.

F. **Land Valuation.** The Firm shall determine basic unit values for each neighborhood by a land abstraction method of site valuation and by analysis of vacant lot sales. The valuation unit used (per square foot, acre, site, etc.) for each neighborhood and class of property shall be approved by the Assessor.

1. Land Valuation Formulas to be Provided. The Firm shall furnish land valuation formulas and tables which meet the particular requirements of the Municipality for the computation of the value of regularly and irregularly shaped plots or lots, lots which are of greater or lesser depth and/or width than the standard lot on which unit prices are based, corner lots, and lots which are subject to external influence. Firm shall calculate base foot unit, site, square foot or acreage values for each block and lot.

2. Consultation with the Assessor. After examining each lot and parcel in the field and after considering all factors affecting value, the Firm shall consult with the Assessor to aid in the review of land values prior to final determination and establishment of the value. It is understood that the purpose of these consultations is to review the data gathered by the Firm and the conclusions of the Firm based upon analysis of this data.

3. Supporting Data to be Supplied. For future reference and use, the detailed data developed and used by the Firm to arrive at the units of land value, and which serve to substantiate these values, shall be supplied to the Assessor.

4. Land Value and Sales Data Maps. Following the formulation of land valuations, the Firm shall prepare land value maps for the entire Township showing unit values for all land. The boundaries of homogenous neighborhoods shall be shown. The required information shall be noted on a map or maps supplied by the Municipality, in a manner approved by the Assessor. The Firm shall deliver two copies of the map or maps to the Assessor upon completion of the Revaluation project.

All underlying data used to derive the unit values shown on the maps shall be prepared for and submitted to the Assessor in a manual for his review along with those maps. Adjustments for lot sizes above and below zoning requirements, and for any other reasons, will be made and listed in the manual.

A color-coded sales data map shall be furnished to the Assessor upon the completion of the gathering of data by the Firm for use in the market data approach to valuation. This map shall include all sales used in order to arrive at values. The land value and sales data maps will become the property of the Assessor upon acceptance of the Revaluation.

9. PROPERTY RECORD CARDS

- A. The Firm shall include real property identification material on properly labeled individual property record cards similar in form and content to those illustrated in the most recent Real Property Appraisal Manual for New Jersey Assessors. Distinct property record cards for each of the four classifications of real property shall be provided by the Firm. The format of the cards is to be approved by the Assessor, prior to the Municipalities signing of the Contract.
- B. Each property record card shall contain, at a minimum, the following information:
 - i. A scaled sketch of the exterior building dimensions as actually located on a plot plan of the lot;
 - ii. Notations of significant building components as ascertained from both an interior and exterior inspection;
 - iii. The values of each lot and building, including such items as age, type of construction, condition, area or cubic contents, depreciation and obsolescence allowances, additions and deductions, reconstruction costs, appraised value, recent sales prices, rental data, and all other pertinent information pertaining to the valuation of the property. Precise reasons for functional and economic obsolescence allowances shall be noted on the Property Record Card.
 - iv. A description of the improvements by component parts (such as foundation, basement area, walls, insulation, roof, floors and floor coverings, ceiling, interior finish, heating and cooling systems, plumbing fixtures, etc.), including the type and quality of construction, interior and exterior conditions, actual and effective age, and indicated depreciation and obsolescence;
 - v. Separate valuations of yard improvements and fixed machinery and equipment that is considered to be real property;

- vi. Identification and quantification of all depreciation factors applied to land values (such as grade, topography, location, wetlands, access, etc.);
 - vii. The name of the individual making the inspection and the date of each inspection;
 - viii. The signature and name of the owner or occupant present during the interior inspection. If not, the card shall contain a notation by the field representative as to whether an actual inspection was made, if entry was refused, or whether the information on the card reflects estimates by the field representative.
- C. Provide color digital photographs on a colorized CD of the improvements on each lot. The photograph shall be taken from the most advantageous position in order to show the front and rear and the most unusual side of the building(s). Pictures are to be reviewed by the Assessor.

10. COMPUTER-ASSISTED MASS APPRAISAL SYSTEM

- A. The BORO shall be utilizing a Computer-Assisted Mass Appraisal System (CAMA) provided by BRT TECHNOLOGIES. The Firm is obligated to either utilize the program which is currently in existence in the Assessor's office or contract with BRT TECHNOLOGIES to utilize the program on their own computers and provide the municipality with the updated files at the end of the program.
- B. The program used by the Firm must be compatible with the program provided by BRT TECHNOLOGIES, and will consist of the following:
- a. The Real Property Appraisal Manual for New Jersey Assessors, Third Edition, Volumes I and II, for the purpose of computer-generated property record cards.
 - b. The System will have segmented area control of homogenous neighborhoods.
 - c. The Firm will transfer completed property record card data to the Municipality at the completion of the Revaluation. This Municipal base data shall be in a mechanized format on magnetic tape with record layouts and field descriptions for all data elements.
 - d. The System will also be capable of producing the Added Assessment valuations.
 - e. The System shall have the ability to retrieve and present on line a selected number of comparable properties based upon the neighborhood, block and lot, and address being entered into the system.
 - f. Property characteristics and values shall be up-to-date on both the computer file and the physical property record card at least thirty (30) days prior to informal hearings.

- g. Property record cards consistent with the new manual shall be printed by computer.
- h. The system shall maintain computerized property files for instant retrieval and update of any property record.
- i. The System will perform all necessary calculations of the NJ State Version III Manual (Residential & Commercial).
- j. The System shall track Sales history, Assessment History, and Building Permits for each property with no specific limitation on the number of Sales or Building Permits per line item.
- k. The System shall draw buildings, sketches and automatically calculate areas.
- l. The System shall automatically enter the floor areas into the NJ State Residential Cost Approach.
- m. The System shall have powerful query and update ability. Records can be searched based on any practical criteria such as Owner, Address, Style, Neighborhood, Sales, and many others.
- n. The System shall be completely table driven.
- o. The System shall contain the following reporting and printing features:

- Compares Old/New Assessments
- Market Analysis
- Added Assessments
- Tax Roll list & Street Index
- Recap Old/New Taxes
- Mailing & File Folder Labels
- Notification Forms
- Property Class Totals (SR3A)
- Sales Ratio & Coefficient
- Change Forms
- Enlarged Sketch PRC
- Style/Neighborhood Analysis
- No Cost Data Property Record Card

- p. The System shall also include the following:

- Commercial Income Approach
- Commercial Cost Approach (NJ Manual)
- Comparable Sales Analysis
- MOD IV & Tax Collector Interface
- Added Assessments
- “What if” Calculations

- q. At contract completion, the Firm will provide the Municipality with a completed database, which the Municipality will have the capability to maintain. In order to ensure same, the Firm will train designated personnel in the Assessor's Office along with the computer agency whether it be the Municipality's data center or a firm now engaged to produce the respective Assessor's records. Upon completion of the job, the Municipality shall receive software programs and documentation necessary for maintaining the computerized Revaluation system.
- C. The digital pictures shall be integrated as part of the hardware and software. The Municipality shall be supplied with a disk(s) containing the color pictures showing them in block and lot order for all properties. It shall be in a format that can be easily downloaded in the Municipalities computers. The Assessor shall have the capability of updating and/or adding digital pictures on the computer-generated property record cards to accurately show new construction and/or additions to existing structures.

11. DEFENSE OF APPEALS; OTHER EXPERT TESTIMONY

The Firm shall furnish, without additional charge, a qualified expert from the Firm's staff who is knowledgeable with regard to the challenged assessments to appear with the Municipal Attorney at all hearings before the County Board of Taxation for the tax year and two subsequent years.

The provisions of this Article shall not relieve the Municipality of its obligation to provide legal counsel in connection with any appeal proceeding.

The obligation of the Firm shall be limited to appraised values determined by the Firm and used uniformly as a basis for assessments.

With respect to any appeal to the Tax Court of New Jersey, in the tax year and two (2) subsequent years, the Municipality may pay for an expert witness from the Firm or outside the Firm for services in connection with assistance in preparation for trial, preparation of appraisals, negotiation, re-inspection and consultations. The Firm shall provide a qualified appraiser as the expert on non-residential property appeals in the Tax Court. The Firm shall offer an expert at the hourly rates provided in its Proposal.

12. COST PROPOSAL – 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 Boro may deem any written proposals that deviate from these instructions as nonresponsive 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 straight forward, 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 Boro reserves the right to waive any technical non-conformance with the terms of this RFP.

REVALUATION OF REAL PROPERTY SITUATED IN THE BOROUGH OF SOUTH PLAINFIELD

The undersigned declares that s/he has carefully examined this entire RFP document and that s/he will provide all the necessary labor, tools and equipment, and all else necessary therefore and incidental thereto for the items of proposal, complete and in place, for the prices hereinafter quoted. All prices shall include direct and indirect pricing, including but not limited to, all necessary equipment, materials, labor, permit fees and travel expenses to conduct each requirement under this contract. All sums shall remain fixed for the term of the contract. The Borough of South Plainfield is exempt from paying NJ State sales tax.

The successful vendor agrees to prepare and execute a complete revaluation program of all real property within the confines of the Borough of South Plainfield, except for the properties listed on the attached Exhibit A.

Please provide a detailed cost breakdown (including titles of staff members, hourly rates, and administrative expenses), and anticipated time of completion for the work on a separate sheet and attach to your response. Hourly rates for potential expert witnesses shall also be provided. The Proposal Form and your cost breakdown will constitute one document. Failure to provide a cost breakdown may result in disqualification.

THE UNDERSIGNED, as vendor, declares that the only person or parties interested in this proposal as principals are as named below, that this proposal is in all respects fair and without collusion or fraud; that s/he has carefully examined all documentation provided; and that s/he proposes and agrees that, if this proposal is accepted, s/he will enter into a Contract with the BORO to provide all the necessary materials, equipment, and labor specified in the proposal in the manner and time specified, and according to the requirements of the BORO as therein set forth, and that s/he will take as full compensation for furnishing and delivering all materials, equipment and labor called for under these specifications complete in every detail for REVALUATION OF ALL REAL PROPERTY SITUATED IN THE BOROUGH OF SOUTH PLAINFIELD OTHER THAN THE PROPERTIES SPECIFICALLY EXCEPTED the price listed as the Grand Total in this submission.

The successful vendor whose quote is accepted will be held responsible for any loss or error arising from his/her failure or misunderstanding of the requirements listed in the specifications.

The undersigned hereby acknowledges that the following information and/or documents are completed and contained within the proposal:

- ♦ Statement of Individual(s) Owning 10% or More of Stock or Interest in the Bidder's Business Entity completed form (failure to submit this form with the proposal will result in rejection of the vendor's proposal).

The Bidder is [] an individual; [] any form of Corporation; [] any form of Partnership; [] an LLC (check one). If a Corporation, Partnership or LLC, give exact name of Firm and also full name of Officer or Partner authorized to sign for it.

13. EVALUATION – The BORO has structured a procurement process that seeks to obtain the desired results described herein, while establishing a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a Proposal in response to the RFP. The BORO will select the most advantageous proposal(s), if any and as determined in its sole and absolute discretion, based on all of the evaluation factors set forth at the end of this RFP. The BORO will make the award(s), if any, that is in the best interest of the BORO.

Proposals will be reviewed and evaluated by the BORO and its engineering, legal and/or financial advisors (collectively, the "Review Team"). The Proposals will be reviewed to determine if the Respondent has met the minimum professional, administrative and financial areas and other requirements described in this RFP. Each Respondent must satisfy the objectives and requirements detailed in this RFP. The successful Respondent shall be determined by an evaluation of the total content of the Proposal submitted. Under no circumstances will a member of the Review Team review responses to an RFP for an appointment for which he/she or his/her firm submitted a response. Based upon the totality of the information contained in the Proposal, including information about the reputation and experience of each Respondent, the BORO will (in its sole and absolute discretion) determine which Respondents are qualified from a professional, administrative and financial perspective. Each Respondent who meets the requirements of the RFP (determined in the sole and absolute discretion of the BORO) will be designated as a Qualified Respondent and may then be given an opportunity to provide services to the BORO.

The RFP process commences with the issuance of this RFP. It is anticipated that certain Qualified Respondents will be selected to begin providing services to the BORO as soon as October 1, 2025. There can be no assurance, however, that any Qualified Respondent will be selected.

All communications concerning this RFP or the RFP process shall be directed, in writing, to the BORO's designated contact person:

**Glenn F. Cullen, Jr., Borough Administrator
BOROUGH OF SOUTH PLAINFIELD
2480 Plainfield Avenue
South Plainfield, New Jersey 07080**

14. RESERVATION OF RIGHTS – The BORO reserves the right to:

- a.** Not select any of the proposals;
- b.** Select only portions of a particular Respondent's proposal for further consideration (however, Respondents may specify portions of a proposal that they consider "bundled");

- c. To supplement, amend or otherwise modify the RFP through issuance of addenda to all prospective Respondents who have received a copy of this RFP;
- d. To change or alter the schedule for any events called for in this RFP upon the issuance of notice to all prospective Respondents who have received a copy of this RFP;
- e. To conduct investigations of any or all of the Respondents, as the BORO deems necessary or convenient, to clarify the information provided as part of the Proposal and to request additional information to support the information included in any Proposal; and
- f. To suspend or terminate the procurement process described in this RFP at any time (in its sole and absolute discretion). If terminated, the BORO may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

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

The BORO shall not be obligated to explain the results of the evaluation process to any person or entity, including, without limitation, any Respondent.

The BORO may require Respondents to demonstrate any services described in their proposal prior to award.

15. LIMITATIONS – This RFP is not an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the BORO by issuance of this RFP. The BORO reserves the right at the BORO's sole discretion to refuse any submission. This RFP does not constitute a Request for Proposal ("RFP") and does not commit the BORO to issue an RFP.

16. USE OF INFORMATION – Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like ("Information") furnished or disclosed by the BORO to the Respondent in connection with this RFP shall remain the property of the BORO. When in tangible form, all copies of such Information shall be returned to the BORO upon request. Unless such Information was previously known to the Respondent, free of any obligation to keep it confidential, or has been or is subsequently made public by the BORO or a third party, it shall be held in confidence by the Respondent, shall be used only for the purposes of this RFP, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

17. GENERAL TERMS AND CONDITIONS

- A. The BORO reserves the right to reject any Proposal in whole or in part or to waive any informalities in a Proposal, and, unless otherwise specified by the respondent, to accept any item, items or services in the proposals should it be deemed in the best interest of the BORO to do so.

- B. In case of the failure by a successful Respondent to perform, the BORO may procure the articles or services from other sources, deduct the cost of the replacement from money due to the Respondent under the contract and hold the Respondent responsible for any excess cost occasioned thereby.
- C. The Respondent shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General, Professional and Automobile Liability.
- D. Each Proposal must be signed by the person authorized to do so.
- E. An original and one copy of the Proposals shall be hand delivered or mailed consistent with the provisions of the legal notice to respondents. The BORO assumes no responsibility for Proposals received after the designated date and time and will return late Proposals unopened. Proposals will not be accepted by facsimile. Proposals shall be in a sealed envelope, marked "Proposal for Municipal-Wide Revaluation of All Real Property." To be considered, **proposals shall be delivered to or received by the Borough Clerk's Office, 2480 Plainfield Avenue, South Plainfield, NJ 07080 no later than 10 a.m. on October 1, 2025.**
- F. Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. See attached Exhibit A.
- G. By submission of a Proposal, the Respondent certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and a successful Respondent shall, at its expense, defend any and all actions or suits charging such infringement, and will save the BORO harmless in any case of any such infringement.
- H. No Respondent shall influence, or attempt to influence, or cause to be influenced, any BORO officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- I. No Respondent shall cause or influence, or attempt to cause or influence, any BORO officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the respondent or any other person.
- J. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the Borough Council's decision shall be final and conclusive.
- K. All costs incurred by the Respondent in connection with responding to this RFP shall be borne solely by the Respondent. The BOROUGH OF SOUTH PLAINFIELD shall not be responsible for any expenditure of monies or other expenses incurred by the Respondent.
- L. The checklist, affidavits, notices and the like presented at the end of this RFP are a

part of this RFP and shall be completed and submitted as part of a Proposal.

- M.** All Proposals shall become the property of the BORO and will not be returned.
- N.** All Proposals will be made available to the public at the appropriate time, as determined by the BORO (in the exercise of its sole and absolute discretion) and in accordance with law.
- O.** The BORO may request Respondents to send representatives to the BORO for interviews with less than 24 hours advance notice.
- P.** Neither the BORO nor their respective staffs, consultants or advisors (including, but not limited to, the Review Team) shall be liable for any claims or damages resulting from the solicitation or preparation of the Proposal, nor will there be any reimbursement to Respondents for the cost of preparing and submitting a Proposal or for participating in this procurement process.
- Q.** If awarded a contract, your company/firm shall be required to comply with the requirements of **N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27**

END OF GENERAL INSTRUCTIONS

BASIS OF AWARD

A contract, if any, shall be awarded based upon the following factors:

EVALUATION FACTORS

- A. Relevance and extent of Proposals, experience, reputation and training of personnel to be assigned
- B. Knowledge of the BOROUGH OF SOUTH PLAINFIELD and the subject matter to be addressed under this engagement
- C. Relevance and extent of similar engagements performed
- D. Proposal contains all required information
- E. Reasonableness of cost proposal

PROPOSAL CHECKLIST

THIS CHECKLIST MUST BE COMPLETED, INITIALED, SIGNED AND SUBMITTED WITH YOUR PROPOSAL. A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL.

INITIAL BELOW

- | | | |
|----|--|-------|
| A. | An original and one copy of the Proposals | _____ |
| B. | Emailed Proposals in a Portable Document Format (pdf.) | _____ |
| C. | Non-Collusion Affidavit properly notarized | _____ |
| D. | Owners Disclosure Statement, properly notarized, listing the names of all persons owning ten (10%) percent or more of the proposing entity | _____ |
| E. | Authorized signatures on all forms | _____ |
| F. | Business Registration Certificate(s) | _____ |
| G. | Disclosure Statement | _____ |
| H. | Affirmative Action Statement | _____ |
| I. | Business Entity Disclosure Form (attached) | _____ |
| J. | Prohibited Activities Russia-Belarus & Iran Form (attached) | _____ |

Note: N.J.S.A 52:32-44 provides that the BORO shall not enter into a contract for goods or services unless the other party to the contract provides a copy of its business registration certificate and the business registration certificate of any subcontractors at the time that it submits its proposal. The contracting party must also collect the state use tax where applicable.

THE UNDERSIGNED HEREBY ACKNOWLEDGES **THE ABOVE LISTED REQUIREMENTS**

NAME OF RESPONDENT:

Person, Firm or Corporation

BY: (NAME) _____ (TITLE)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE, AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont.)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies, including, but not limited to, employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Department of the Treasury and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

NON-COLLUSION AFFIDAVIT

[illegible]

I, _____ of the City of _____ in the County of _____ and the State of _____, of full age, being duly sworn according to the law on my oath depose and say that:

I am _____ of the firm of _____, the Respondent submitting the Proposal, and that I executed the said Proposal with full authority so to do; and that said Respondent has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the Proposal; and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with full knowledge that the State of New Jersey relies upon the truth of the statements contained in said Proposal and in the statements contained in this Affidavit in awarding any contract for the named services.

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

(N.J.S.A. 52:34-15)

(Also type or print name of Affiant under signature)

Subscribed and sworn to before me this _____
day of _____, 20__.

A Notary Public of _____

My Commission Expires: _____

OWNER DISCLOSURE INFORMATION

Set forth below are the names and addresses of all owners of 10% or more of the proposing business entity.

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

NAME OF BUSINESS ENTITY

SIGNATURE

TITLE

Notary Public of

My Commission Expires: _____, 20__.

DISCLOSURE STATEMENT
(To be submitted with Proposal)

- (a) Is or was anyone in your firm or company or a member of his/her immediate family a member of the BORO governing body within the last calendar year? If yes, then provide the name of the individual below and his/her relationship.

Yes _____

No _____

Name

Position

Relationship

- (b) Has any principal/partner of your firm been convicted of an indictable offense? If yes, please provide further explanation and copies of any relevant documents.

Yes _____

No _____

Name

Position

Relationship

- (c) Has any individual who would provide service under this contract ever been sanctioned by the appropriate licensing board?

Yes _____

No _____

Name

Position

Term

Reason for censure:

- (d) Has the firm been found liable for professional malpractice in the last 5 years?

Yes _____

No _____

Reason for Action:

- (e) Has any member of your firm ever been barred from doing business with any state, BORO or municipal government? If yes, please provide further written explanation including date and copies of relevant documentation.

Yes _____

No _____

Name

State, County or
Municipality

Date

- (f) Has your firm sued the BOROUGH OF SOUTH PLAINFIELD in the past five (5) years? If yes, please identify the matter/case and provide further written explanation including date and copies of relevant documents.

Yes _____

No _____

Name

Date

By _____

Title _____

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that:

has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2023, c. 30, would bar the award of this contract in the one year period preceding January 1, 2025 to any of the following named candidate committee or joint candidates committee representing the elected officials of the Borough of South Plainfield as defined pursuant to N.J.S.A. 19:44A-3 (q) and (r).

Mayor Matthew P. Anesh	Councilperson Derryck White
Councilperson Robert Bengivenga, Jr.	Councilperson Joe Wolak
Councilperson Christine Faustini	Councilperson Peter Smith
Councilperson Melanie Mott	

Part II – Ownership Disclosure Certification

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership ☐ Limited Liability Company

Name of Stock or Shareholder	Home Address

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: _____

Signed: _____ Title: _____

Print Name: _____ Date: _____

Subscribed and sworn before me this ____ day of _____, 2____.	_____ (Affiant)
My Commission expires:	_____ (Print name & title of affiant) (Corporate Seal)

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~

**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

“The \$200 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)



# **Borough of South Plainfield**

## **Prohibited Russia-Belarus Activities & Iran Investment Activities**

COMPANY, PERSON, OR ENTITY \_\_\_\_\_

### **PART 1: CERTIFICATION**

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>  
[www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf)

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

### **CONTRACT AWARDS AND RENEWALS**

☐ *I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **(Skip Part 2 and sign and complete the Certification below.)***

### **CONTRACT AMENDMENTS AND EXTENSIONS**

☐ *I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **(Skip Part 2 and sign and complete the Certification below.)***

**Borough of South Plainfield**  
**Prohibited Russia-Belarus Activities & Iran Investment Activities**

**IF UNABLE TO CERTIFY**

☐ *I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

**PART 2: ADDITIONAL INFORMATION**

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the **space below** and, if needed, on additional sheets provided by you.

**PART 3: CERTIFICATION OF TRUE AND COMPLETE INFORMATION**

*I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, 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 Borough of South Plainfield is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Borough of South Plainfield to notify the Borough of South Plainfield 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. 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 Borough of South Plainfield and that the Borough of South Plainfield at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Name of Company, Entity \_\_\_\_\_

Full Name (Print) \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_