Borough of
Tinton Falls
New Jersey

SHANON RATHYEN, QPA
PURCHASING AGENT

556 TINTON AVENUE
TINTON FALLS, NJ 07724
732-542-3400 EXT. 252
732-542-3246 FAX
srathyen@tintonfalls.com
purchasing@tintonfalls.com

REQUEST FOR PROPOSALS FOR FINANCIAL CONSULTANT FOR REDEVELOPMENT FISCAL ANALYSIS

RFP #15-22

PROPOSALS TO BE RECEIVED AT

3:00 PM on

MONDAY, DECEMBER 13, 2021

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BOROUGH OF TINTON FALLS

NOTICE OF REQUEST FOR PROPOSALS
FOR FINANCIAL CONSULTANT
FOR REDEVELOPMENT FISCAL ANALYSIS
RFP #15-22

Notice is hereby given that, in accordance with N.J.S.A. 19:44-20.5 et seq., through a fair and open process, the Borough of Tinton Falls is requesting sealed proposals for a redevelopment financial consultant.

DATE OF RECEIPT OF PROPOSAL: MONDAY, DECEMBER 13, 2021 BY 3:00 PM

Proposal packages may be obtained as PDF files from the Borough's website at www.tintonfalls.com (click on Competitive Bidding in the left column and then Requests for Proposals.) If you prefer to have a proposal package mailed to you, please call me at 732-542-3400 Ext. 252, or email me at srathyen@tintonfalls.com.

Proposal/Submissions will be received by the Purchasing Agent, at the Borough of Tinton Falls, 556 Tinton Avenue, Tinton Falls, NJ on the date and time noted above. Firms need not be present and may mail or deliver proposal package to the attention of the Purchasing Agent at the above address **prior** to date and time of above.

Professional service contractors are required to comply with the requirements of N.J.S.A. 10:5-31 et seq, and N.J.A.C. 17:27 et seq., PL 2004, c.1. Successful contractors will also be required to comply with all terms imposed by NJ Election Laws NJSA 19:44A-20.27 subject to campaign funding limits, and with the Borough of Tinton Falls "Pay to Play" Ordinance #05-1146.

SHANON RATHYEN, QPA
PURCHASING AGENT

TO BE PUBLISHED: SATURDAY, NOVEMBER 20, 2021

RFP #15-22

NOTICE OF REQUEST FOR PROPOSALS
FOR FINANCIAL CONSULTANT
FOR REDEVELOPMENT FISCAL ANALYSIS

Request for Qualifications for Professional Services

The Borough of Tinton Falls seeks to engage a vendor to provide financial consultant services associated with redevelopment under Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., and governing potentially exempt health care or hospital related uses.

Qualifications submission must include all of the following:

1. Name, address, phone and email of the firm. If multiple office sites, list all, and indicate corporate office.
2. Biography or history of the firm.
3. List of principals and/or partners.
4. An executive summary identifying and substantiating why the vendor is qualified to provide the requested services.
5. List of personnel that would be assigned to the Borough engagement, including a summary of their education, qualifications, expertise and years of experience as it relates to the services the Borough requires.
6. List of references from at least 2 municipalities for which the firm has provided similar services, including name, address, phone, and contact information.
7. Prior experience, if any, the firm may have providing services to the Borough, and in what capacity.
8. List of municipalities currently under contract with the firm.
9. A proposed fee arrangement to provide the Borough with the services contemplated by this RFP.
10. Copy of current Certificate of Professional Liability Insurance.

All proposals shall be addressed to *Shanon Rathyen, Purchasing Agent at the Borough of Tinton Falls, 556 Tinton Avenue, Tinton Falls, New Jersey 07724* and shall be received in the Purchasing Department no later than Monday, December 13, 2021 by 3:00 PM. *One original and one copy of the proposal shall be submitted*.

The proposal form shall be submitted in a sealed envelope bearing the name and address of the applicant written on the face of the envelope and clearly marked "Proposal" with the contract title for which you are applying.

Scope of Services

The Borough desires to retain a Financial Consultant to:

- Advise the Borough on the financial impact of potential actions pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., and governing potentially exempt health care or hospital related uses.

- Advise the Borough to make informed decisions about proposed redevelopment agreements and financial agreements.

- Prepare any necessary fiscal impact analysis reports that are required in order for the Borough to make informed decisions relating to redevelopment.

- Attend meetings of the Borough and any subcommittees thereof, as requested.

- Provide advice to the Borough, its elected officials, appointed officials, employees and other professionals, as needed.

- Perform such other duties and render such services as may be required by the Borough.

Evaluation, Review, and Selection Process

All proposals will be reviewed to determine if they satisfy the proposal requirements, determine if a proposal should be rejected, and then recommend award to the governing body. Proposals will be reviewed and award of contract will be based upon the following criteria:

- Licensure, experience, and reputation in the field.

- Ability to address, complete and facilitate all items stated in the above scope of services.

- Experience and knowledge in municipal finance, redevelopment bonding, PILOTs and potentially exempt health care or hospital related uses.

- Knowledge of the Borough and the subject matter to be addressed under this engagement.

- Availability to accommodate any required meetings in the Borough.

- Knowledge and understanding of construction project financing.

- Knowledge and understanding of construction project pro formas and fiscal impact analysis.

- Generalized knowledge with regard to construction, parking, traffic, and public infrastructure as it relates to redevelopment.

- Other factors to be demonstrated to be in the best interests of the Borough.

STATUTORY AND OTHER REQUIREMENTS

A. Mandatory Affirmative Action Certification

No firm may be issued a contract unless it complies with the affirmative action regulations of N.J.S.A. 10:5-32 et seq. (Pl. 1975, c.127).

1. Procurement, Professional and Service Contracts All successful vendors must submit, within seven days after the receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:

a. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter), or

b. A photocopy of an approved Certificate of Employee Information Report, or

c. If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).

B. Stockholder Disclosure

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the proposal or accompanying the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. Form of Statement is enclosed and shall be completed and returned with proposal.

C. Non-Collusion Affidavit

The Non-Collusion Affidavit, which is enclosed with this RFP, shall be properly executed and submitted with the proposal.

D. New Jersey Business Registration Requirements Non-Construction Contracts

NJSA 52:32-44 requires that each vendor submit proof of business registration with the RFP package. Proof of registration shall be a copy of the Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue on-line at www.nj.gov/njbgs or by phone at 609-292-1730.

E. Pay-To-Play Disclosure Certification and Form

Successful contractors must also be required to comply with all terms imposed by NJ Election Laws NJSA 19:44A-20.27 subject to campaign funding limits and with the Borough of Tinton Falls "Pay to Play" Ordinance #05-1146.

The Borough reserves the right to reject any or all proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the owner that such respondent is properly qualified to carry out the obligation of the RFP and to complete the work contemplated therein. The owner reserves the right to waive any minor informality in the RFP.

Notice of Award

The successful respondent will be notified of the award of contract upon a favorable decision by the Governing Body.

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)

COUNTY OF_____)

I, _____ of the Municipality of_____
(Print Name) (Print)

in the County of _____ and the State of _____

am of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
Print Title Print Name of Firm

the bidder making this Proposal enclosed and that I executed the said proposal with full authority to do so that said bidder 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 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 Borough of Tinton Falls relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

_____
Name of Firm NJSA 52:34-15

_____
Print Address

_____ _____
Witness Authorized Signature

Subscribed and sworn to before me _____
this_____day of _____, 20___ Print Name and Title
State of _____
County of_____

_____
Signature of Notary Public (SEAL)

My commission expires on _____

BOROUGH OF TINTON FALLS
STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business_____

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

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and if necessary, complete the stockholder list below.

STOCKHOLDERS:

Name:_____ Name:_____

Home Address:_____ Home Address:_____

_____ _____

Name:_____ Name:_____

Home Address:_____ Home Address:_____

_____ _____

Subscribed and sworn before me this
_____day of _____, 20___

_____
(Name of Business)

_____
Notary Public

_____

My commission expires on:_____

(SEAL)

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

The contractor and the Borough of Tinton Falls, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 *U.S.C. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind of nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

PROPOSAL

RFP #15-22
REQUEST FOR PROPOSALS
FOR FINANCIAL CONSULTANT
FOR REDEVELOPMENT FISCAL ANALYSIS

TO THE BOROUGH OF TINTON FALLS BOROUGH COUNCIL:

The undersigned declares they have examined and fully understand the Borough's application process and other documents herein referred to, and if this proposal is accepted, to furnish and deliver services requested and to perform all work in accordance with the contract documents to be provided upon award.

FIRM:_____

ADDRESS:_____

_____

TELEPHONE NO.:_____FAX NO.:_____

EMAIL ADDRESS:_____

FEDERAL I.D. # OR SOCIAL SECURITY NO.:_____

SIGNATURE OF AGENT:_____

TYPE OR PRINT NAME OF AGENT:_____

_____
SEAL IF A CORPORATION

CHECKLIST – ENCLOSURES

Original and One (1) copy of proposal	_____
Business Registration Certificate	_____
Non-Collusion Affidavit	_____
Stockholder Disclosure	_____
Experience/Qualifications	_____
References	_____
Signed Proposal	_____