



REQUEST FOR PROPOSALS

FOR

REAL PROPERTY DATA COLLECTION AND VERIFICATION SERVICES

**IN ACCORDANCE WITH THE
ASSESSMENT DEMONSTRATION PROGRAM
(P.L. 2013, c. 15)
CONTRACT #19-01**

**BOROUGH OF FAIR HAVEN
MONMOUTH COUNTY
NEW JERSEY**

MARCH 2020

BOROUGH COUNCIL

MAYOR BENJAMIN J. LUCARELLI
COUNCILMAN JAMES BANAHAN
COUNCILWOMAN MEGAN CHRISNER-KEEFE
COUNCILWOMAN ELIZABETH KOCH
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COUNCILMAN CHRISTOPHER RODRIGUEZ
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THERESA S. CASAGRANDE – BOROUGH ADMINISTRATOR
ALLYSON M. CINQUEGRANA – BOROUGH CLERK
SALVATORE ALFIERI, ESQ. – BOROUGH ATTORNEY

TECHNICAL SPECIFICATIONS PREPARED BY: GREGORY HUTCHINSON
TAX ASSESSOR

BOROUGH OF FAIR HAVEN

REQUEST FOR PROPOSAL

NOTICE IS HEREBY GIVEN that sealed Proposals will be received by the Borough Clerk of the Borough of Fair Haven, New Jersey for Real Property Data Collection and Verification Services in accordance with the Assessment Demonstration Program – **Contract #20-01** and opened in the presence of one or more of the following, Borough Clerk or his designees in the Municipal Building, 748 River Road, Fair Haven, NJ 07704 on **Thursday, March 19, 2020 – 10:00 a.m.**, prevailing time in the Council Chambers.

The annual performance of real property data collection and verification services to cover 20% of all properties annually with all parcels located within the Municipality completed over the 7 year period between January 1st, 2020 and December 31st, 2026 (also referenced as the “project”) awarded as a 7 year contract contingent upon the availability of annual appropriations in the respective budget. Due to inactivity in 2019, 25% of all properties would require inspections in 2020 to get back on track with 12.5% each of the following years of the contract.

All requirements associated with the project are set forth in a Request for Proposals package. Proposal packages may be examined Monday through Friday, except legal holidays, from 8:00 a.m to 3:30 p.m., prevailing time, at the Borough Clerk’s Office at the address listed above. A digital version may be requested by sending an email request to acinquegrana@fhboro.net at no charge. Include the following information in your request: company name, address, phone, fax, contact person and their email address. Any questions regarding the Request for Proposals should be directed to Gregory Hutchinson, Tax Assessor at 732-747-0241 ext. *213, ghutchinson@fhboro.net and/or the address specified above.

This project shall be awarded through a “fair and open” process pursuant to N.J.S.A.19:44A-20.4, et seq., to the Contractor whose Proposal is most advantageous to the Borough of Fair Haven, price and other factors considered, in accordance with the review criteria set forth in the Request for Proposals.

Proposals must be made on the standard proposal form in the manner designated therein and required by the Specifications. Proposals must be enclosed in a sealed envelope bearing the name and address of the proposer, name of the proposed work on the outside, addressed to the Borough Clerk of the Borough of Fair Haven, 748 River Road, Fair Haven, NJ 07704. Please clearly mark on the outside of express company envelopes, if sent by express mail, that a sealed proposal is enclosed. All proposals mailed will be at the proposer’s risk.

All bidders shall be required to comply with N.J.S.A. 10:5-31, et seq. and N.J.A.C.17: 27, requiring each bidder and each subcontractor to formulate and submit to the proper authorized representative of the State of New Jersey an affirmative action program of equal opportunity, which guarantees minorities employment in all categories.

If a bidder is a corporation, Subchapter S corporation, partnership, limited partnership, or limited liability partner or company the bidder, in conformance with N.J.S.A. 52:25-24.2 et seq., shall submit with its bid a statement setting forth the names and addresses of all stockholders who own a ten percent (10%) or greater interest in the firm.

All bidders are advised of the penalties for false, deceptive or fraudulent statement as required by N.J.S.A. 40A:11-33 through -34.

The Project shall conform to the Local Public Contract Law, N.J.S.A. 40A:11-1 et. seq. The Borough reserves the right to waive any informalities or to reject any and all bids, in accordance with N.J.S.A. 40A:11-13.2.

By authorization of the Borough Administrator, of the Borough of Fair Haven, Monmouth County, New Jersey.

Theresa S. Casagrande, Borough Administrator

ATTENTION ALL VENDORS:

All Vendors must complete, execute and submit the “Documents Checklist” set forth below and include completed and executed versions of all of the enumerated forms/items set forth below in order for their Proposal to be considered complete. All forms/items must be typewritten or written in ink. **ALL SUBMISSIONS MUST INCLUDE ONE (1) ORIGINAL COPY and one PDF file on a CD.**

DOCUMENTS CHECKLIST

Initial each item

(Vendor’s initials)

1. Proposal Form to the Borough of Fair Haven _____
2. Non-Collusion Affidavit _____
3. Stockholder Disclosure Certification _____
4. Business Registration Certificates Compliance _____
5. Affirmative Action Questionnaire _____
6. Statement of Qualifications _____
7. Vendor Documentation Retention _____
8. Disclosure of Investment Activities in Iran _____
9. Exceptions _____
10. No Response Proposal Survey _____
11. Appendix A – Property Class Summary _____
12. Appendix B – List of Supervisors _____
13. Appendix C – Employee Background Release _____
14. Appendix D – Cost Proposal for 8-Year Internal Inspection Plan _____
15. Appendix E – Cost Proposal for Added/Omitted Assessment Inspection _____
16. Listing of Subcontractors* _____
17. List of all key employees as of date of Proposal with educational background* _____
18. List of current revaluation or reassessment projects currently under contract indicating contract completion date* _____
19. List of revaluation and reassessment project proposals submitted to municipalities Within the past six months* _____
20. If applicable, Vendor’s acknowledgement of receipt of any notice(s) of revision(s) or addenda to an advertisement, specifications or proposal document(s)* _____

- 21. State of NJ Business Registration Certificate. It is strongly suggested that the BRC be submitted with the proposal documents* _____
- 22. A statement of whether any litigation involving the firm's performance under a revaluation or reassessment contract has occurred during the past five years and, if so, explain in detail the nature of such litigation and the results thereof* _____
- 23. List of revaluations and reassessments performed within the past five years, and Highlight any such that were performed in Monmouth County* _____

Name of Corporation, Partnership Entity or Individual

Print Name and Title of Authorized Representative of Entity Signing This Document

Signature of Authorized Representative

Date

NOTES:

- 1. ANY CORRECTIONS, ADDITIONS OR DELETIONS TO THE FORMS PROVIDED SHALL BE INITIALED AND DATED.**
- 2. DOCUMENTS REFERENCED WITH AN ASTERISK (*) ABOVE ARE NOT INCLUDED AS FORMS THAT ARE PART OF THE WITHIN REQUEST FOR PROPOSALS PACKAGE. ALL VENDORS ARE DIRECTED, HOWEVER, TO PROVIDE THEIR RESPONSES TO THESE ITEMS ON A SEPARATE SHEET(S) OF PAPER TO BE INCLUDED WITH THEIR RESPONSE PACKAGE. EACH ITEM MUST BE SIGNED AND DATED BY AN AUTHORIZED REPRESENTATIVE OF THE VENDOR.**

PROPOSAL FORM

BOROUGH OF FAIR HAVEN, MONMOUTH COUNTY, NEW JERSEY

REAL PROPERTY DATA COLLECTION AND VERIFICATION SERVICES

2020 through 2026

WITH RESPECT TO THE COLLECTION AND VERIFICATION OF ALL REAL PROPERTY DATA SITUATED WITHIN THE BOUNDARIES OF THE **BOROUGH OF FAIR HAVEN, MONMOUTH COUNTY, NEW JERSEY:**

COMPANY NAME

DOES HEREBY PROPOSE TO UNDERTAKE SAID DATA COLLECTION PROJECT IN ACCORDANCE WITH THE WITHIN SPECIFICATIONS AND PROVISIONS AT A TOTAL COST OF:

DOLLARS

(AMOUNT IN WORDS)

Company

Signature

Print Name

Title

Date

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)

SS:

COUNTY OF _____)

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

I am _____
of the firm of _____
the bidder making the Proposal for the above named project, and that I executed the Proposal
with full authority so to do; 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 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 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 Contractor (N.J.S.A. 52:34-15)

Subscribed and sworn to _____
Before me this _____ day (Also type or print name of affiant under signature)
of _____ 20 ____

Notary Public of
My Commission expires:

BOROUGH OF FAIR HAVEN

STOCKHOLDER DISCLOSURE CERTIFICATION

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

Name of Business: _____

Address of Business: _____

Name of person completing this form: _____

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

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

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

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

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

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

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

Part I

Check the box that represents the type of business organization:

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

Part II

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

OR

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

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

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:

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

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

OR

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

AND

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

Subscribed and sworn before me this ____ day of _____, 2_____.

(Notary Public)

My Commission expires:

(Affiant)

(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

Business Registration Certificates Compliance

Pursuant to N.J.S.A. 52:32-44, Howell Township (“Contracting Agency”) is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

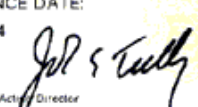
- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

| STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS | | DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08644-0252 |
|---|---|--|
| TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT | TRADE NAME: CLIENT REGISTRATION |  <small>Acting Director</small> |
| TAXPAYER IDENTIFICATION#: 970-097-382/500 | SEQUENCE NUMBER: 0107330 | |
| ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611 | ISSUANCE DATE: 07/14/04 | |
| EFFECTIVE DATE: 01/01/01 | | |
| FORM-BRC(08-01) | | |
| <small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small> | | |


|  STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE | |
|--|---------------------------------------|
| Taxpayer Name: | TAX REG TEST ACCOUNT |
| Trade Name: | |
| Address: | 847 ROEBLING AVE TRENTON, NJ 08611 |
| Certificate Number: | 1093907 |
| Date of Issuance: | October 14, 2004 |
| For Office Use Only: | |
| 20041014112823533 | |

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.

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 Division 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 Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

From 12/11 Guidelines for Administering EEO in Public Contracts

NOTICE TO BIDDERS

RE: AFFIRMATIVE ACTION REGULATIONS P.L. 1975, C. 127

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

“Bidders are required to comply with the requirements of P.L. 1975, C. 127”

A. ALL CONTRACTORS

1. Within seven (7) days after receipt of the notification of intent to award the contract receipt of the contract, whichever is sooner, a procurement contractor should present one of the following to the BOROUGH OF FAIR HAVEN.
 - (a) An existing federally approved or sanctioned affirmative action program.
 - (b) A Certificate of Employee Information Report Approval.
 - (c) If the Contractor cannot present “a” or “b”, the contractor is required to submit a completed Employees Information Report (Form AA302). This form will be made available to contractors by the BOROUGH OF FAIR HAVEN.

The following questions must be answered by all prospective bidders:

1. Do you have a federally approved or sanctioned Affirmative Action Program?

Yes _____ No _____

- (a) If yes, please submit a photostatic copy of such approval.

2. Do you have a State Certificate of Employee Information Report approval?

Yes _____ No _____

- (a) If yes, please submit a photo static copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, C. 127 and agrees to furnish the required documentation pursuant to the Law.

COMPANY: _____

SIGNATURE: _____

TITLE: _____

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The CONTRACTOR and the BOROUGH OF FAIR HAVEN do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the BOROUGH OF FAIR HAVEN 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 BOROUGH OF FAIR HAVEN in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the BOROUGH OF FAIR HAVEN, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the BOROUGH OF FAIR HAVEN'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the BOROUGH OF FAIR HAVEN which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the BOROUGH OF FAIR HAVEN or if the BOROUGH OF FAIR HAVEN 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 BOROUGH OF FAIR HAVEN 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 proceedings is brought against the BOROUGH OF FAIR HAVEN or any of its agents, servants, and employees, the BOROUGH OFF AIR HAVEN shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the BOROUGH OF FAIR HAVEN or its representatives.

It is expressly agreed and understood that any approval by the BOROUGH OF FAIR HAVEN 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 BOROUGH OF FAIR HAVEN pursuant to this paragraph.

It is further agreed and understood that the BOROUGH OF FAIR HAVEN 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 CONTRATOR from any liability, nor preclude the BOROUGH OF FAIR HAVEN from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Disclosure of Contributions to New Jersey Election Law Enforcement Commission (ELEC)

N.J.S.A. 19:44A-20.2727 (P.L. 2005, c.271,S.3)

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

BOROUGH OF FAIR HAVEN

QUALIFICATIONS

The Vendor is required to state in detail the following:

- (1) All work that the Vendor has performed that is similar in nature and scope to the proposed work and the dates of completion of same;
- (2) References and such other detailed information that will enable the Municipality to judge the Vendor's responsibility, experience, and skill;
- (3) Evidence that the Vendor maintains a permanent place of business;
- (4) A listing of equipment available to the Vendor for the work under the proposed Contract;
- (5) Evidence that the Vendor has appropriate technical experience to complete the work.

Company

Signature

Print Name

Title

Date

(ATTACH PAGES, AS NECESSARY)

VENDOR DOCUMENTATION RETENSION
N.J.A.C. 17:44-2.2

THE VENDOR SHALL MAINTAIN ALL DOCUMENTATION RELATED TO PRODUCTS, TRANSACTION OR SERVICES UNDER THIS CONTRACT FOR A PERIOD OF FIVE YEARS DROM THE DATE OF FINAL PAYMENT. SUCH RECORDS SHALL BE MADE AVAILABLE TO THE NEW JERSEY OFFICE OF THE STATE COMPTROLLER UPON REQUEST.

Signature: _____

Print Name: _____

Title: _____

Date: _____

BOROUGH OF FAIR HAVEN
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Contract Number: _____ Bidder/Proposer: _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Township of Howell finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and 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 person or entity.

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

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

AND

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

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

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

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

| |
|---|
| Name: _____ Relationship to Proposer: _____ |
| Description of Activities: _____ |

| |
|---|
| Duration of Engagement: _____ Anticipated Cessation Date: _____ |
| Proposer Contact Name: _____ Contact Phone Number: _____ |

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey and the Borough of Fair Haven are relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State and the Borough of Fair Haven to notify the State and the Borough of Fair Haven in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that

it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and the Borough of Fair Haven and that the State and the Borough of Fair Haven at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ **Signature:** _____

Title: _____ **Date:** _____

BOROUGH OF FAIR HAVEN
EXCEPTIONS

In the space below list any/all exceptions to these specifications that you will not be providing.

The **Borough of Fair Haven** reserves the right to accept or reject Proposals and to award the Contract based upon the best interests of the Municipality. If there are NO EXCEPTIONS, state "NONE."

1.

2.

SUBMITTED BY: _____
(Signature)

(Print Name) (Title)

DATED: _____

BOROUGH OF FAIR HAVEN
NO RESPONSE PROPOSAL SURVEY

PROPOSAL TITLE: COMPLETE DATA COLLECTION AND VERIFICATION OF ALL REAL
PROPERTIES, AS OF January 1st 2020 THROUGH December 31ST, 2026.

If you choose to respond to this Proposal, please write "N/A" on the following line: _____

If you do not choose to respond to this Proposal, please complete the form below:

Name of Company: _____

Reason you did not respond (Check all that apply)

- ___ Cannot supply product or service
- ___ Cannot meet technical specifications
- ___ Cannot meet delivery specifications
- ___ Cannot meet legal requirements (i.e. performance/security/insurance, etc.)
- ___ Cannot provide a competitive price at this time
- ___ Interest in receiving specifications for informational purposes only
- ___ Insufficient lead time to respond
- ___ Other: (Please be specific)

Additional comments:

Signed: (optional) _____

PROJECT SPECIFICATIONS

1B.1 RECEIPT OF PROPOSALS.

1B.1.1 OWNER AND PROJECT.

The Borough of Fair Haven, Monmouth County, New Jersey (hereinafter the "Municipality") hereby invites responses to this Request for Proposals for the project mentioned herein.

1B.1.2 TIME AND PLACE FOR RECEIPT OF PROPOSALS.

Proposals will be received by the Municipality at the time and place mentioned in the Notice. No Proposals shall be accepted after the time specified.

1B.1.3 INFORMAL PROPOSALS.

The Municipality may consider informal any Proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and/or all Proposals.

1B.1.4 WITHDRAWING PROPOSALS.

Proposals forwarded to the Municipality before the time of opening of Proposals may be withdrawn upon written application of the entity making the Proposal who shall be required to produce evidence showing that he is or represents the principal or principals involved in the Proposal.

1B.2 QUALIFICATIONS.

Each Proposal shall provide documentation of the qualifications of all field personnel and staff members that will be assigned to this project including the number of employees that will be specifically performing the functions of the project. A minimum as well as a maximum number of employees available and qualified to accomplish the work needed is required.

Field personnel shall be subject to a test as outlined in the Contract document as well as being interviewed by the Assessor, if necessary.

The Proposal shall include evidence as to the ability to comply with the Contract timetable and must include any or all information to demonstrate their ability to provide the services outlined in the attached documents.

1B.2.1 EXPERIENCE AND CAPITAL REQUIRED.

Any firm or entity submitting a Proposal must be experienced in the kind of work required to be performed, have the equipment required and/or have the means to secure it.

1B.2.2. UNSATISFACTORY PAST PERFORMANCE.

Proposals received from any entity or firm who has previously failed to complete Contracts within the time scheduled therefore, or who have performed similar work in an unsatisfactory manner, may be rejected. Any firm or entity that is or was under a lawsuit in regard to a revaluation or reassessment performed in the past five (5) years shall provide an explanation as to the circumstances of said lawsuit. Failure to do so may be grounds for rejection of said Proposal.

1B.3 PREVAILING WAGE.

1B.3.1 REQUIREMENTS OF LAW.

If required by law, the Contractor will be required to comply with the provisions of the New Jersey Prevailing Wage Act, Chapter 150 of the Laws of 1963, and any and all statutory requirements of the Local Public Contracts Law.

1B.4 PREPARATION OF PROPOSALS.

1B.4.1 COMPLETION AND SUBMISSION OF PROPOSALS.

Each Proposal must be submitted in accordance with the requirements set forth herein. All prices and amounts must be written in ink or preferably typewritten. All erasures or corrections must be initialed by each signatory to the Proposal. Each Proposal shall be addressed to **Allyson M. Cinquegrana, Borough Clerk, 748 River Road, Fair Haven, NJ 07704** and said envelope shall specify the project for which the Proposal is submitted (i.e., "Data Collection Services") and must be delivered at the place and time designated for receipt of Proposals, as set forth in the Notice, or mailed so as to be received on or before the date and time specified in said Notice.

1B.4.2 ERRORS IN PROPOSALS.

In the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern or if between the correct sum of the extended totals and the total Proposal submitted, the correct sum extended total shall govern. Amounts written in words shall govern over the amounts given in numerals.

No remedy provided within the terms of the Contract and specifications shall be deemed to preclude the Municipality from taking any other action, but on the contrary, shall be deemed to be a remedy in addition to any and all other legal or equitable remedies permissible by law.

1B.4.3 TIME FOR AWARD OF CONTRACT.

The Contract shall be awarded or all Proposals therefore rejected within sixty (60) days after the opening of Proposals except where the invitation to Proposal states that the execution of the Contract shall be subject to prior approval or disapproval by a Federal or State agency or department, in which event the Contract shall be awarded or all Proposals therefore rejected within thirty (30) days after the approval or disapproval by such Federal or State agency or department.

The award of the Contract for this work will not be made until the necessary funds have been provided by the Municipality in a lawful manner and State and County Tax Board approval has been received.

1B.5 MODIFICATIONS OF PROPOSALS.

Proposals may be modified by registered mail prior to the stipulated time for opening Proposals as set forth in the Notice; however, Proposals may not be modified within 24 hours of the stipulated opening time.

1B.6 REJECTION OF PROPOSALS.

1B.7.1 The Municipality reserves the right to reject any Proposal that is incomplete pursuant to the “Documents Checklist” contained earlier in this Request for Proposals package, or that takes exceptions to the within Specifications in any material way, or which is not properly executed, or which contains proven misrepresentations or falsehoods. The Municipality also reserves the right to reject all Proposals according to the criteria set forth in the N.J. Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq. Any such determinations shall be made in the sole discretion of the Municipality.

1B.7.2 MULTIPLE PROPOSALS NOT ALLOWED.

More than one Proposal from an individual, a firm, or partnership, a corporation, or association of principals under the same names shall not be considered.

1B.7.3 RIGHT TO WAIVE INFORMALITIES RESERVED.

The Municipality expressly reserves the right to waive any informality in any Proposal, and to accept the Proposal which, in the Municipality’s judgment, serves its best interests. The right is also reserved for the Municipality to award the Contract in whole or in part as, in the Municipality’s judgment, it deems appropriate as serving the public interest.

1B.8 APPLICABLE LAWS.

The attention of any firm or entity submitting a Proposal is especially directed to the provisions of the Federal, State, County and Municipal laws, statutes, and regulations that may apply to the work.

1B.9 PAYMENT.

Progress payments may be made, upon the submission by the Vendor to the Borough, of an invoice. Invoices shall be submitted on a monthly basis and shall specify, in detail, the periods for which the progress payments are claimed, the services performed during the prescribed period, the amount claimed and the correlation between the services claimed and the project cost.

The Borough may withhold all or part of a payment, on account of subsequently discovered evidence of deliverables not complying with the project specifications or a reasonable doubt that the Contract can be completed for the balance then unpaid.

Final Payment may be withheld until completed and reviewed data is furnished to the municipality

When the above grounds are removed, payment shall be made for amounts withheld because of them.

Checks are processed by the Borough approximately on the 15th and 30th day of each month. It is necessary for all paperwork be submitted and approved in advance of these dates.

1B.10 INDEMNIFICATION AGAINST CLAIMS.

The successful Vendor shall indemnify and save the Municipality, its officials, agents and representatives, harmless from and against any and all suits, claims, actions, or judgments for any injury or damage(s) sustained or alleged to have been sustained by any party or parties by or on account of any act, omission or commission of the Vendor, his, its, or their agents or employees, or any such subcontractor of the Vendor, and in case any such action be brought against the Municipality, the Vendor shall immediately take charge and defend same at his, its, or their own cost and expense. The Municipality may, if it is so desired, defend such action and charge the expense of it to the Vendor.

1B.11 OTHER.

All prices shall be net, including transportation and delivery charges. The Vendor shall guarantee any or all material and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the Vendor.

If the person and or firm to whom an award is made shall fail to furnish and deliver the supplies or any item thereof within time specified and allowed the Municipality may cancel as to those supplies which are not furnished and or delivered and may also cancel the remainder of the order and may deduct and retain out of the moneys due, or which may become due to such person or firm from the Municipality, such sum as shall be sufficient to pay the difference between the prices on which the award is made and the prices which the Municipality may or shall be obligated to pay to procure such supplies from other parties, and in addition, usual damages for breach of Contract.

All quotations and Proposals shall be submitted on the Proposal forms attached.

Purchases by the Municipality are exempt from taxation, either State or Municipal and also from Federal taxation, including excise tax, Tax Exemption ID Number 216-000-749.

F.O.B. destination and placement at locations specified by the Municipality.

It is understood by the Vendor that this Proposal is submitted on the basis of specifications prepared by the Municipality and the fact that any Vendor is not familiar with these specifications or conditions will not be accepted as an excuse.

The Vendor shall complete all forms that are referenced in the "Document Checklist" included earlier in this Request for Proposals package. Several of the forms represent appendices that shall be attached to the Contract should the Vendor be authorized to perform the within work.

1B.12 REVIEW OF PROPOSALS.

The following specific factors will be used in reviewing the Proposals and determining which Proposal is most acceptable to the Municipality, price and other factors considered:

- (1) The Vendor's understanding of the scope of work and the completeness of the Vendor's response.
- (2) Experience of the Vendor in similar projects, including but not limited to relative location and scope of projects.

- (3) Education and experience of members of the Vendor who will be assigned to work on this project.
- (4) Ability to perform and complete the project in a timely manner, which includes meeting all delivery deadlines to comply with the Assessment Demonstration Program (P.L. 2013, c.15) in Monmouth County.
- (5) Total compensation to be paid for the specified work, including the Lump Sum Fee for completion of the project and any additional fees specified in relevant Appendices.

A copy of the "Proposal Evaluation Form" to be utilized by the Municipality to evaluate the responses received is attached hereto.

Following receipt, Proposals will be evaluated and ranked by a Review Committee consisting of Municipality officials. The Review Committee shall determine the number of points to be awarded to each Vendor for each category from the total number that is available per category. A higher number of points indicates that the Vendor's Proposal, per category, is considered to be more advantageous to the Municipality, and a lower number of points is considered to be less advantageous to the Municipality.

**BOROUGH OF FAIR HAVEN
PROPOSAL EVALUATION FORM**

Company: _____

| Evaluation Criteria | Possible Points | Awarded Points | Remarks of Review Committee |
|---|-----------------|----------------|-----------------------------|
| The Vendor's understanding of the scope of work and the completeness of the Vendor's response. | | | |
| Experience of the Vendor in similar projects, including but not limited to relative location and scope of projects. | | | |
| Education and experience of members of the Vendor who will be assigned to work on this project. | | | |
| Ability to perform and complete the project in a timely manner, which includes meeting all delivery deadlines to comply with the Assessment Demonstration Program (S1213, A1591) (P.L. 2013, c.15) in Monmouth County | | | |
| Total compensation to be paid for the specified work, including the Lump Sum Fee for completion of the project and any additional fees specified in relevant Appendices. | | | |
| TOTAL | 100 | | |

Note: The sheet will be distributed at the opening of Proposals which will include the possible points for each item.

1B.13 CANCELLATION OF CONTRACT/AGREEMENT.

The Borough of Fair Haven reserves the right to cancel any contract entered into upon thirty (30) days advance written notice.

1B.14 FACSIMILE DOCUMENTS SUBMITTED IN A PROPOSAL.

Under no circumstances will the Municipality accept documents requiring original signatures through facsimile machines.

1B.15 CONTRACT.

The successful Vendor agrees that it will sign the Contract that is attached hereto and made a part hereof immediately following the Contract award, and that it will comply with all dates referenced therein.

1B.16 INSURANCE REQUIREMENTS.

Simultaneously with the execution of the Contract, the successful Vendor shall comply with the insurance requirements specified below.

Certificates of liability and worker's compensation insurance satisfactory to the Municipality shall be filed with the Municipality.

The Certificate of Insurance required herein to be provided to the Municipality shall provide that the Municipality be provided with Notice of Cancellation at least ten (10) days prior to cancellation.

The Municipality shall be named an additional named insured party on all insurance policies.

All of the Vendor's insurance shall contain indemnifying and saving harmless the Municipality and its agents from and against any and all liability of whatever nature arising from the work to be performed under the Contract, including attorney's fees and costs in connection with the defense of such claims. The Certification of Insurance furnished by the Vendor shall state specifically that the above indemnification is guaranteed by the policy. Such statement, if not included in the body of the policy, will be typed on the face or back of the certificate.

The minimum amounts of insurance to be carried by the Vendor shall be as follows:

1. WORKER'S COMPENSATION & EMPLOYERS LIABILITY INSURANCE.

The Vendor shall take out and maintain during the life of the Contract adequate worker's compensation and employer's liability insurance for all employees employed in connection with the work, and in case any work is sublet, the Vendor shall require each sub-Contractor similarly to provide worker's compensation and employer's liability insurance for the latter's employees, unless such employees are covered by the protection afforded by the Vendor's insurance.

Coverage A shall be New Jersey Statutory.

Coverage B (Employer's Liability) shall be unlimited as per the New Jersey Worker's Compensation Law.

2. COMPREHENSIVE GENERAL LIABILITY INSURANCE.

Limits shall be a minimum of \$1,000,000 bodily injury per person and \$1,000,000 per occurrence, and \$250,000 property damage coverage. The Certificate of Insurance must indicate coverage at the above limits for:

- A. Contractually-indicated on the face of the Certificate as being in accordance with the specifications.
- B. Independent Contractors (if any).
- C. Completed Operations.

3. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE.

Limits shall be a minimum of \$1,000,000 bodily injury per person and \$1,000,000 per occurrence, and \$250,000 for property damage coverage. The Certificate of Insurance must indicate coverage at the above limits for:

- A. Hired Vehicles.
- B. Non-Owned Vehicles.

CERTIFICATE OF INSURANCE MUST INDICATE THAT THE BOROUGH OF FAIR HAVEN HAS BEEN NAMED AS AN ADDITIONAL NAMED INSURED FOR THIS CONTRACT.

BOROUGH OF FAIR HAVEN
PROPERTY DATA COLLECTION AND VERIFICATION SERVICES

CONTRACT FOR REAL PROPERTY DATA COLLECTION AND VERIFICATION SERVICES
AS OF January 1st, 2020 through December 31st, 2026
(Contingent upon the availability of annual appropriations in the respective budget)

THE BOROUGH OF FAIR HAVEN
a Municipal Corporation of the State of New Jersey
748 River Road, Fair Haven, NJ 07704
(hereinafter "Municipality");

AND

(hereinafter the "Company")

1. Program Definitions:

The Company agrees to prepare and execute a complete program for the collection and verification of all data of real properties situated within the confines of the Municipality (as illustrated on the Property Classification Summary attached hereto as Appendix A) with a start date as of April 1st, 2020 and a completion date of March 31, 2028. Said work shall be performed in accordance with the terms and conditions of this Contract (including the attached Appendices) and the associated Project Specifications, all of which form a part of this Contract. This 8-year contract is contingent upon the availability of annual appropriations in the respective budget.

2. Scope of Services:

- a. The Company agrees to provide services necessary for the collection and verification of all data of real properties situated within the confines of the Municipality.
- b. Work shall be required to commence immediately following the acceptance of this Contract by the Municipality.
- c. The Company must comply with the attached delivery schedule (Appendix E) referring to the Assessment Demonstration Program, which has been signed into law. (P.L. 2013, c.15)

3. Contract Contingencies:

The Company shall not have the authority to vary, alter, amend, or change this Contract, or any part thereof, without the written consent of the Municipality.

The Company shall not have the right to subcontract any portion or function of this Contract, without receiving prior expressed written approval from the Municipality's Assessor.

The Company shall be responsible for any and all work performed by any subcontractors allowed for in this Contract, if any.

4. Conflict of Interest:

No commissioner or employee of the Monmouth County Board of Taxation, no employee of the County of Monmouth, no assessor of a taxing district within Monmouth County and no official or employee of any Municipality within the County of Monmouth shall have any interest, as an officer, stockholder, employee or any other capacity in the Company.

Neither the Company nor any of its members, employees, officers or stockholders shall represent any property owner or taxpayer filing a tax appeal in the County of Monmouth during the term of the Agreement.

5. Company Personnel:

Principals of the Company must include individuals that have at least five (5) years of practical and extensive experience in the collection of data for the purposes of mass appraisal.

Field personnel shall have a minimum of seventy (70) hours of in-service training pertaining to their particular phase of the work. A sufficient number of field personnel shall be provided so as to meet the project completion schedule as approved and other parts of this agreement. At least (or "a minimum of") one of the field personnel shall be designated for commercial properties. The Company shall submit a resume outlining the qualifications of each field personnel assigned to this project.

The Company shall designate a qualified and responsible employee to supervise the operation of the Company's staff for the entire project. (Complete Appendix B) There shall be one (1) supervisor for no more than six (6) field data collectors or part thereof. The supervisor shall have at least five (5) years of experience in mass appraisal work. These designated individuals shall make themselves available to the Municipality's Assessor for consultation throughout the project. Any change of a designated supervisor requires approval of the Municipality's Assessor.

The Company shall either obtain an identification card from the Municipality for each staff member or use its own identification card provided it is approved by the Assessor. This identification tag must be worn at all times on the outside of their clothing. Personnel shall present themselves in a neat and clean manner and shall conduct themselves in a professional and courteous manner. A professional dress code will be enforced. The Company shall instruct all field personnel to avoid unnecessary communication with the residents while conducting inspections. Field personnel should not discuss value, appraisal methodology, etc. but should re-direct all questions to the Municipality's Assessor. Any change in personnel shall be submitted to the Municipality's Assessor.

The Company shall supply the Municipality's Assessor and the Municipality's Police Department with driver's license numbers, vehicle license plate numbers, and make of vehicle or vehicles that will be used by field personnel on this project.

The Company shall require all personnel performing work on this project to authorize a

background investigation of its employees by submitting a release as attached to this Contract as Appendix C. This investigation shall include a National Criminal Information Center report (NCIC), driver's license reviews, and police check which shall be at the expense of the company.

Upon written notice to the Company, the Municipality's Assessor may request removal of any person for this project whose work is unsatisfactory or has conducted him or herself in an unprofessional manner, or upon the advice and counsel of the Municipality's Police Department.

6. Office Space:

The Company must provide their own office space within a municipality in Monmouth County. The Company must provide a sufficient number of computer lines at their expense, if needed. The Company shall provide all the furniture, equipment, machines, and other items required in connection with this project at its own expense. This also relates to computer equipment for encoding.

The Company shall provide adequate telephone service throughout this project so as to handle any inquires by interested persons at the Company's expense. The phone numbers must be local phone numbers not "main office" numbers or out of state numbers. The Municipality's Assessor shall be provided with a list of telephone numbers being used by Company personnel in order to maintain communications between all parties.

7. Submission of Work:

Periodically throughout this project, as data is collected and verified by the Company's supervisor(s), the Company shall enter the data into the computer system. Said computer system must be compatible with Micro Systems tax assessment software and must contain MOD IV and CAMA file information for entering and use or must be totally converted at the Company's expense. Said verification of compatibility of system shall be demonstrated before the project is started and signed off by the Municipality's Assessor.

The Company shall include real property identification material on properly labeled individual property record cards in a format acceptable to and approved by the Municipality's Assessor. Distinct property record cards (i.e. color) for commercially classified real property shall be provided.

The information to be entered on the property record card for each property electronically (no matter the class) shall include, but not necessarily be limited to:

- (1) A scaled sketch of the exterior building dimensions;
- (2) Notations of significant building components;
- (3) Land and building characteristics and valuation, including number of units; and
- (4) Identification of the person making the inspection and whether an interior inspection was obtained.

The Company shall be responsible for the data collection and verification of all construction within the designated properties for each year. If a building is under construction at the time of the field investigation, a notation to that effect shall be placed on the computerized appraisal system in order that it can be retrieved in an expeditious manner for further review.

At the discretion of the Municipality's Assessor, the Company shall provide the Municipality's Assessor with completed electronic property record cards filed into CAMA/MOD IV system for all taxable and exempt properties. Property record files shall include all supporting data and documentation upon request. Also, at the request of the Assessor a complete and detailed

change report for each property being inspected with notes

8. Project Completion; Program Progress Reports:

The parties hereby recognize that completion of the project within a timely manner is essential. The Company has agreed to complete the project in accordance with the requirements of the Assessment Demonstration Program (P.L. 2013 c. 15).

On or before the 20th day of each month, the Vendor shall submit a detailed status report and supporting documentation outlining progress made to the Municipality's Assessor until completion and acceptance of the project.

At completion of the project, both yearly and at the end of the 8-year contract, the company should provide a report of total number of properties inspected, completed 1st inspection, completed second (if needed), completed 3rd inspection (if needed), percent of entry, percent of refusals, percent of estimated outcomes

9. Payment Schedule:

Payment will be made for work completed. Billings properly filed and approved shall be processed and payment shall be mailed to the Company if found to be in order and approved. Checks are processed approximately on the 15th and 30th day of each month. It is necessary for all of the above to be submitted and approved in advance of these dates.

Payments to be made to the Company under this Contract shall be calculated by applying the appropriate dollar value to the work completed (inspections completed) and accepted by the Municipality's Assessor at the end of each payment period.

10. Liquidated Damages:

Liquidated damages shall be five hundred dollars (\$500.00) for each calendar day beyond the completion date(s) as set forth in Appendix E that any of the work remains not completed.

The Company shall not be responsible for delays caused by strikes, war catastrophes, acts of God or actions by others not under the jurisdiction of the Company which might stop or delay the progress of work. No other justification or reason for delays of this project is acceptable.

11. Cancellation of Contract/Agreement:

The Borough of Fair Haven reserves the right to cancel any contract entered into upon thirty (30) days advance written notice.

12. Insurance:

The Company shall provide Certificates of Liability and Worker's Compensation insurance providing coverage in accordance with the Municipality's insurance requirements, as set forth in the Project Specifications. Insurance coverage shall indemnify and save harmless the Municipality from any and all liability arising from the Company's work. The Company, at their own expense, should defend any suit which may be brought against the Municipality in connection with, or rising out of the services furnished hereunder.

The Company shall provide comprehensive general liability and automobile liability insurance coverage with the Municipality named as co-insured. Limits of liability for each coverage shall be a minimum of \$1,000,000 per person and \$1,000,000 per occurrence for

bodily injury and \$250,000 property damage.

Copies of all insurance policies must be provided to the Municipality prior to the commencement of any work under this Contract.

13. Unsatisfactory Work:

If at any time during the Contract period the quality and/or progress of the Company's work shall not be satisfactory, the Municipality reserves the unilateral right to terminate the Contract upon thirty (30) days written notice directed to the principal place of business of the Company.

Thereafter, the Municipality shall be responsible only for the reasonable value of the services theretofore rendered, and in no event a sum greater than the ratio of completed work to the whole work contemplated by the Contract.

14. Interpretations of Specifications and Contract:

This Contract shall be construed pursuant to the laws of the State of New Jersey. Any litigation with respect to the interpretation of the terms of this Contract shall be within the sole jurisdiction of the Court of the State of New Jersey.

15. Confidential Nature of Project:

Disclosure of information to any individual, company, or corporation, other than the Municipality's Assessor, the Municipality, or their authorized representatives is expressly prohibited, and if done before conclusion of this project will be considered a violation of the Contract. It is understood that this does not refer to information released under due process of law or the Open Public Records Act.

16. Public Relations:

During the progress of this project, the Company and its employees will endeavor to promote understanding and amicable relations with taxpayers and the general public. The Company and the Municipality will endeavor to orient and educate all interested persons as to the inspection project. Any informational materials shall be presented to the Municipality's Assessor for review prior to release. An initial mailing shall be made, at the company's expense, to all property owners explaining the nature and purpose of the data collection program and setting forth a proposed date for the commencement of inspections in the Municipality.

The employees of the Municipality and the Company shall work together to maintain the full cooperation of all taxpayers by treating each inquiry with courtesy and supplying all possible necessary information within statutory requirements and limits to every interested taxpayer; however, each field enumerator shall be instructed to refrain from discussing with the property owner, tenant, or occupant the possibility of any increase or decrease in the valuation of the real property and/or buildings, since any information is preliminary in nature at this point in the time of the inspection and before finalizing the project. This restriction will be strictly adhered to and any violation will be just cause for the Municipality's Assessor to request that the employee be removed from work on this project.

17. Materials and Information To Be Provided:

The Municipality shall **only** furnish the Company the following:

- a) One (1) large and two (2) small copies of the up-to-date tax map approved by the Director

of the State of New Jersey, Division of Taxation or his or her designate indicating the real estate assessment numbering system to assist field enumerators in locating properties; it should be noted that the tax maps may be “conditionally approved” which shall be considered acceptable for use in the valuation process.

- b) An electronic copy of the MOD IV file of current property records for all properties currently listed upon the tax records of the Municipality. This electronic file shall include the block, lot, additional lots, owner’s name and address, property location, property classification, if needed.
- c) Letters of introduction to facilitate the Company’s access to properties for inspection and data collection purposes.

18. Property Inspection:

At least 14 days prior to any inspections commencing, the Company (at its own expense) shall notify the current owners on file for each property within the Municipality, by mail, that the Company will be conducting inspections of every property within a designated area within the Municipality between a designated timeframe. The letter must state that each property will be subject to an interior and exterior inspection and that there will be no further warning prior to the first inspection of the property. The letter will also state the nature of the inspection and provide contact information of the Assessor’s office to field any specific questions pertaining to the actual inspection. This said letter must be approved by the Assessor prior to being mailed.

This Contract requires the inspection and verification of 100% of the exteriors and 3 attempts to verify interior data. A careful inspection of each parcel shall be made after 9:00 a.m. but before 7:00 p.m. on any day, Monday through Saturday. Inspections may be scheduled with taxpayer’s any day of the week, including Sunday as long as the taxpayer agrees to the appointment time and day.

If the owner/occupant is not available at the time of the first inspection, a calling card or “door tag” approved by the Municipality’s Assessor shall be left in a conspicuous place (not in a mail box) indicating that the field inspector has attempted to visits and request the owner/occupant to arrange for an interior inspection by either calling the telephone number provided or through the Company’s internet-based appointment registration website. This card shall include information advising that the assessment data will be estimated as required unless an interior inspection is arranged.

The second and third attempts should not be made within 7 days of the previous attempt. A mailed letter from the inspection company will NOT count as a third attempt.

In cases where no entry is possible after three attempts or an owner/occupant refuses to either set an appointment or allow entry to the premises, the Company shall make reasonable estimates of that property listing using standards promulgated by the New Jersey Division of Taxation. In no event shall a card be left requesting the owner/occupant to fill in information. The Company shall notify the Municipality’s Assessor in writing of these refusals and estimations by a monthly report.

The Company shall immediately notify the Municipality’s Assessor of any properties discovered not to be on the current tax list so as to permit adequate time to place an added/omitted assessment on the property so that all properties properly appear upon the Municipality Tax List.

The type of construction will be recorded by component parts such as, but not necessarily limited to, foundation, basement area, wall construction, roof, floors, interior finish, heating system, fireplaces, plumbing, fixtures, number of rooms, actual and effective age, physical condition,

physical, functional and economic depreciation and/or appreciation, if applicable, general quality of construction.

Each property data enumerator shall record the name or code of the person making the inspection and the date of the inspection as well as the signature of the occupant verifying that an interior inspection has been conducted. Actual interior inspection of all structures on the property is required and at no time shall the property owner's description be accepted in lieu of inspection. The signature of the party present at the time of inspection shall be requested and be a part of the inspection documentation.

All properties within the Municipality must be inspected, measured and sketched, regardless of the class. –Unless previously determined by the Borough Assessor.

Field work activities shall be electronically forwarded weekly to the Municipality's Assessor's Office for review and acceptance. Upon completion of a review by the Municipality's Assessor, should discrepancies appear in the Company's listings, the Company shall make the necessary corrections at its own expense.

The format of the property record data collection card shall be as indicated on the Monmouth County System (MOD IV and CAMA). The Assessor may make random spot checks throughout the Municipality to verify that inspections are being conducted in the appropriate manner. The Municipality's Assessor or his designee may accompany Company employees at any time during field inspections.

19. Computer Requirements:

The data collection of all properties must be computer generated so that the data can be integrated into the computer mass appraisal system (CAMA). Compatibility of any computer system used in the process of accomplishing this revaluation must be demonstrated prior to the awarding of this Contract. The Municipality currently uses and will continue to use Micro Systems-NJ tax assessment software.

It shall be the Company's exclusive responsibility to ensure compatible and actual operation of any computer system that the Company may use.

The Real Property Appraisal Manual of New Jersey, Third Edition, Volumes I and II and any updates must be computerized for the purpose of generating computer data files for residential and commercial properties.

No distribution of any materials, with the exception of the MOD IV tape as required by the state, shall be permitted.

20. Digital Photography:

New digital photographs will be taken by the Company, at its own expense, for all properties (no matter the class). Using the Monmouth County photo naming convention for file indexing, said photographs shall be properly and correctly identified using a digital, color camera and shall be prepared using equipment that allows for the inclusion of the date and file name on each photograph. Photographs shall be attached to the MOD IV and CAMA files for each property. Additionally, residential or commercial structures on the same parcel shall be separately photographed.

21. Residential Data Collection:

For the data collection of residential properties, the Third Edition of the New Jersey Real

Property Appraisal Manual shall be utilized. Residential schedules shall contain all variations of all types of wall construction, roofs, floors, heating, air-conditioning, plumbing, fireplaces, interior finish, finished attics, dormers, finished basements, built-ins, multi-family homes, decks, patios, porches, piers and garages.

Physical, functional and economic depreciation and/or appreciation observed by any data collector must be recorded separately on the data file *and explained in writing for each property*.

22. Commercial, Industrial and Apartment Data Collection:

For the collection of commercial, industrial and apartment properties data, the Third Edition of the New Jersey Real Property Appraisal Manual shall be utilized when finalizing the value using the cost approach.

Site improvements such as fencing, lighting, docks, and paving are to be recorded as accessory items.

Physical, functional, and economic depreciation and/or appreciation observed by a enumerator must be recorded separately on the data file *and explained in writing for each property when applicable*.

23. Records and Computations to Become Property of Municipality:

On an annual basis, upon conclusion of all property inspections and acceptable revisions, the Company shall meet with the Assessor to finalize all aspects of this project. The purpose of this meeting shall be to transmit to the custody of the Assessor the original of all records and computations of the Company pertaining to any data collection of property in the Municipality if not previously requested and received. No material shall be retained by the Company. These records shall include, but not necessarily be limited to:

- (1) Written statements to the public or group concerning the nature of the project;
- (2) Any letter or memoranda to individuals or groups explaining methods used in the appraisal of property;
- (3) Data processing information pertaining to the format of the computer systems used in the project;
- (4) Pictures of properties as required by this Contract;
- (5) Computer tapes containing property data files which will produce the Municipality's Assessor's records to be used in the development of the certified tax list. These tapes shall be in a format consistent with the New Jersey Property Tax System MOD IV; and
- (6) Any other records pertaining to the revaluation program or computer programs.

24. Cost Proposal for 8-Year Internal Inspection Plan:

Within the Assessment Demonstration Program (P.L. 2013, c. 15), and in accordance with the implementation schedule promulgated by the Monmouth County Board of Taxation with the consent of the New Jersey Division of Taxation, a program for "Annual Qualified Reassessment to 100% of market value" supported by a (8) year program for the annual internal inspection of twelve and a half (12.5%) percent of all parcels shall be established. Accordingly, please provide the cost of data collection and data verification via internal inspection. Unless authorized by the Municipality's Assessor, the requirements of the "8-year 12.5% internal inspections program" as associated with "Annual Qualified Reassessment" shall be the same as that which is required for revaluation firms under NJAC 18:12-4.8 as it pertains to internal inspections and digital

photography. Accordingly, the Company has attached a schedule of fees relating to the same (Appendix F). With the Passage of P.L. 2018 Chapter 306 we will continue the process of the 5 year cycle which is permissible under the new Internal Inspection regulations.

25. Affirmative Action:

The parties to this agreement agree to incorporate into this agreement the mandatory language of subsection 3.4(a) of the Regulations promulgated by the New Jersey State Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the Company or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.4(a), provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said Regulations.

The parties agree to further incorporate into this agreement the mandatory language of subsections 7.4(a) and (b) of Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the Company or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsections 7.4(a) and (b).

The Company shall execute and comply with all requirements contained in the Affirmative Action Affidavit, which shall be incorporated herein by reference. The Company shall submit a copy of its Certificate of Employee Information Report or Form AA-302 (Initial Employee Information Report) prior to any payments being made under this Agreement.

The parties, for themselves, their heirs, executors, administrators, successors, or assigns, hereby agree to the full performance of the covenants herein contained.

26. Americans With Disabilities Act of 1990:

The Company shall execute the "Americans With Disabilities Act of 1990" Certification, which shall be incorporated herein by reference.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year written below.

ATTEST CLERK/WITNESS

MUNICIPALITY

ALLYSON M. CINQUEGRANA, RMC/CMR
BOROUGH CLERK

BY: _____
BENJAMIN J. LUCARELLI
MAYOR

Witnessed By:

(NAME OF COMPANY)

BY: _____
(Print Name)

(Print Title)

(Print Title)

DATE: _____

APPENDIX A
 BOROUGH OF FAIR HAVEN
 PROPERTY CLASSIFICATION SUMMARY
 2020

| <u>CLASS PROPERTY CLASSIFICATION</u> | <u>NUMBER OF LINE ITEMS</u> |
|--------------------------------------|-----------------------------|
| 1 VACANT LAND | 45 |
| 2 RESIDENTIAL (4 FAMILY OR LESS) | 2050 |
| 3A FARM REGULAR | 0 |
| 3B FARM QUALIFIED | 0 |
| 4A COMMERCIAL | 64 |
| 4B INDUSTRIAL | 0 |
| 4C APARTMENTS/MULTI FAMILY | 0 |
| 15A EXEMPT PUBLIC SCHOOL | 3 |
| 15B EXEMPT OTHER SCHOOL | 2 |
| 15C EXEMPT PUBLIC PROPERTY | 31 |
| 15D EXEMPT CHARITABLE | 5 |
| 15E EXEMPT CEMETERIES | 0 |
| 15F EXEMPT MISC. | 9 |
| TOTAL | <u>2,209</u> |

COMPANY _____

SIGNATURE _____

PRINT NAME _____

TITLE _____

DATE _____

APPENDIX B

BOROUGH OF FAIR HAVEN

**LIST OF SUPERVISOR(S) TO BE RESPONSIBLE (IN CHARGE) OF ENTIRE PROJECT*
(PROVIDE SEPARATE SHEET, IF NEEDED)**

***NOTE: NO CHANGE IS TO BE MADE WITHOUT PRIOR APPROVAL FROM ASSESSOR
(REQUEST AND APPROVAL IN WRITING.)**

COMPANY _____

SIGNATURE _____

PRINT NAME _____

TITLE _____

DATE _____

APPENDIX C

(TO BE SUBMITTED ONLY UPON AWARD OF CONTRACT)

BOROUGH OF FAIR HAVEN

BACKGROUND INVESTIGATION RELEASE

POLICE DEPARTMENT CONSENT FORM

The undersigned hereby authorized the Municipality or any of their agents, representatives, or employees to obtain information concerning my personal background, including my driving record or any criminal record I may have, whether by utilizing the resources of the Federal and State governments (including but not limited to the NCIC and SCIC computer networks) or any other investigative sources. Or with consent from the Assessor or Municipality official to accept all required background checks directly from the company.

NAME (PLEASE PRINT OR TYPE)

DRIVER LICENSE NUMBER

SIGNATURE

WITNESS

APPENDIX D

**BOROUGH OF FAIR HAVEN
COST PROPOSAL FOR 8-YEAR INTERNAL INSPECTION PLAN**

Within the Assessment Demonstration Program (P.L. 2013, c. 15), and in accordance with the implementation schedule promulgated by the Monmouth County Board of Taxation with the consent of the New Jersey Division of Taxation, a program for “Annual Qualified Reassessment to 100% of market value” supported by an eight (8) year program for the annual internal inspection of twelve and a half (12.5%) percent of all parcels shall be established. Accordingly, please provide the cost of data collection and data verification via internal inspection. Unless stated within this agreement, or through written approval of the Municipal Assessor, the requirements of the “8-year 12.5% internal inspections program” as associated with “Annual Qualified Reassessment” shall be the same as that which is required for revaluation firms under NJAC 18:12-4.8 as it pertains to internal inspections and digital photography.

CLASS

| | | |
|-----|--------------------------------|--------------------|
| 1 | VACANT LAND | \$_____ PER PARCEL |
| 2 | RESIDENTIAL (4 FAMILY OR LESS) | \$_____ PER PARCEL |
| 3A | FARM QUALIFIED | \$_____ PER PARCEL |
| 3B | FARM REGULAR | \$_____ PER PARCEL |
| 4A | COMMERCIAL | \$_____ PER PARCEL |
| 4B | INDUSTRIAL | \$_____ PER PARCEL |
| 4C | APARTMENTS | \$_____ PER PARCEL |
| 15A | EXEMPT PUBLIC SCHOOL | \$_____ PER PARCEL |
| 15B | EXEMPT OTHER SCHOOL | \$_____ PER PARCEL |
| 15C | EXEMPT PUBLIC PROPERTY | \$_____ PER PARCEL |
| 15D | EXEMPT CHARITABLE | \$_____ PER PARCEL |
| 15E | EXEMPT CEMETERIES | \$_____ PER PARCEL |
| 15F | EXEMPT MISC. | \$_____ PER PARCEL |

COMPANY _____

SIGNATURE _____

PRINT NAME _____

TITLE _____

DATE _____

APPENDIX E

Borough of Fair Haven

COST SUMMARY FOR ADDED/OMITTED ASSESSMENT INSPECTION SERVICES

Please provide the Company's fees for inspection/data collection associated with Added/Omitted Assessments, including any sub-categories within each property class.

| <u>CLASS</u> | | |
|---------------------|--------------------------------|------------------|
| • 1 | VACANT LAND | \$___ PER PARCEL |
| • 2 | RESIDENTIAL (4 FAMILY OR LESS) | \$___ PER PARCEL |
| • 3A | FARM REGULAR | \$___ PER PARCEL |
| • 3B | FARM QUALIFIED | \$___ PER PARCEL |
| • 4A | COMMERCIAL | \$___ PER PARCEL |
| • 4B | INDUSTRIAL | \$___ PER PARCEL |
| • 4C | APARTMENTS | \$___ PER PARCEL |
| • 15A | EXEMPT PUBLIC SCHOOL | \$___ PER PARCEL |
| • 15B | EXEMPT OTHER SCHOOL | \$___ PER PARCEL |
| • 15C | EXEMPT PUBLIC PROPERTY | \$___ PER PARCEL |
| • 15D | EXEMPT CHARITABLE | \$___ PER PARCEL |
| • 15E | EXEMPT CEMETERIES | \$___ PER PARCEL |
| • 15F | EXEMPT MISC. | \$___ PER PARCEL |

All inspections require digital photography date-stamped and encoded with the parcel identification in accordance with the Monmouth County indexing convention.

SEALED RFP LABEL

PLEASE CUT OUT THE LABEL BELOW AND TAPE TO FRONT OF SEALED RFP

*******DO NOT OPEN*******

IMPORTANT-SEALED RFP ENCLOSED

NAME, COMPANY & ADDRESS:

**TO: BOROUGH CLERK
BOROUGH OF FAIR HAVEN
748 RIVER ROAD
FAIR HAVEN, NJ 07704**

**Real Property Data Collection and Verification Services
#20-01**

RECEIPT OF PROPOSALS – THURSDAY, MARCH 19, 2020 – 10:00 AM

END