



BOROUGH OF CARTERET

COUNTY OF MIDDLESEX

STATE OF NEW JERSEY

**REQUEST FOR PROPOSALS FOR
REVALUATION OF ALL REAL PROPERTY SITUATED WITHIN THE BOROUGH OF CARTERET**

SUBMISSION DATE: APRIL 28th , 2023 AT 10:00 AM

PUBLIC NOTICE

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BOROUGH OF CARTERET

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed proposals will be received through the competitive contracting process in accordance with NJSA 40A:11-4.1, et seq., by the Borough Clerk, or designated representative, for the Borough of Carteret, County of Middlesex, State of New Jersey April 28th, 2023 at 10:00AM prevailing time, in Chambers Hall, Memorial Municipal Building, 61 Cooke Avenue, Carteret, NJ 07008, NJ then publicly opened and read aloud for the following:

REVALUATION OF ALL REAL PROPERTY SITUATED WITHIN THE BOROUGH OF CARTERET

Specifications and any additional information may be obtained at no charge by registering online at our website Carteret.net **via email** by registering with the Purchasing Office, (732) 541-3820 during regular business hours 8:00AM to 4:00PM Monday through Friday, excluding holidays.

Bidders that do not have access to a computer can purchase a bid packet in person in accordance with fees established by OPRA guidelines. ***Only bidders that have registered with Purchasing and provided their contact information will be allowed to submit bids.***

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 (P.L. 1975, Chapter 127) and N.J.A.C. 17:27 et seq. and with N.J.S.A. 52:25-24.2 (P.L. 1977, Chapter 33), requiring stockholder's and partnership names.

By Order of the BOROUGH Council

Ricardo LLanos, QPA
Purchasing Agent
Borough of Carteret

BOROUGH OF CARTERET

GENERAL INSTRUCTIONS TO BIDDERS

1B.1 RECEIPT AND OPENING OF SUBMISSIONS

1B.1.1 OWNER AND PROJECT

The Borough of Carteret, Middlesex County, New Jersey (hereinafter called the "OWNER") invites submissions for the service(s) mentioned in the Public Notice for Solicitation through the competitive contracting process.

1B.1.2 TIME AND PLACE OF SUBMISSION OPENINGS

Submissions will be received by the PURCHASING AGENT and/or her designated representative at the time and place mentioned in the Public Notice for Solicitation, and at such time and place will be publicly opened and read aloud. Sealed submissions may also be submitted **by mail or in person, prior to the solicitation date and time, to Borough of Carteret, Attn: Purchasing Division, Borough of Carteret, 100 Cooke Avenue, Carteret, New Jersey 07008**

1B.1.3 SUBMISSIONS NOT IN COMPLIANCE

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 SUBMISSIONS

Submissions forwarded to the Purchasing Agent and/or his designated representative before the time of opening of submissions may be withdrawn upon written application and who shall be required to produce evidence showing that they are or they represents the principal or principals involved in the submission. Once submissions have been opened, they must remain firm for a period of sixty (60) days.

1B.2 QUALIFICATIONS

The evaluation criteria were developed in accordance with the New Jersey Administrative Code 5:34-4.2 and the "Best Practices for Awarding Service Contracts" issued by the State Comptroller.

Selection will be made to the respondent deemed fully qualified and best suited among those submitting proposals based on a weighting of the following factors:

- A. Personnel assigned to perform various tasks for the BOROUGH's revaluation will be fulltime and experienced in their designated tasks. The responsible personnel are required to have at least the following minimum qualifications:
 - 1. Principal appraisers in charge of the mass appraisal work shall have not less than ten years of practical experience involving diverse commercial, industrial, apartment and residential properties. At least five years of this experience shall have been in the mass appraisal field and have occurred in the past five years. The principal Class 4 appraiser and those determining final land values shall be New Jersey State Certified Real Estate Appraisers and shall have at least ten years of full time, practical and extensive appraisal experience in the valuation of the four classifications of real property.
 - 2. Supervisors shall have not less than five years of practical and extensive appraisal experience in the appraisal of the particular type of properties for which they are responsible. Three years of this experience must have been in the mass appraisal field and occurred within the past five years;
 - 3. Field inspectors and all field personnel involved in the inspection of properties for prime data to be entered on property record cards shall have not less than one year of experience in the mass appraisal field. All field personnel shall be twenty-one years of age or older and be thoroughly trained in all phases of their work.
 - 4. All personnel other than supervisors and principal appraisers shall have received a minimum of 150 hours of in-service training pertaining to their particular phase of work and shall be generally aware of all other phases of the revaluation project before commencing actual work on said project, and a description

of the training procedures will accompany the proposal submission.

- B. Any requested change in personnel by the Firm during the term of the Agreement and/or the course of the revaluation project shall be submitted in writing to and approved by the BOROUGH Assessor before the change will be implemented.
- C. The BOROUGH Assessor may require the Firm to remove any employee or agent of the Firm from work in the revaluation program, if in the sole opinion of the Assessor, that person is incompetent or negligent in the performance of his duties, or is guilty of misconduct or improper behavior. Such employee or agent of the Firm shall not perform any further work in connection with the revaluation project without the prior written approval of the Assessor.
- D. Additional Requirements - the Firm shall also submit:
 - 1. A list of municipalities in New Jersey where revaluations have been performed over the past five years and the number of tax appeals filed in each of those municipalities for the three year period subsequent to the completion of the revaluation. The list of tax appeals shall include detail regarding property class, venue in which the appeal was filed, and the percent of appeals that were sustained by the municipality.
 - 2. The names and addresses of the Firm's officers and the number of years each officer has been engaged in real property valuation. Please include copies of their resumes which shall include their past employers and their job titles and responsibilities.
 - 3. The resume of the company representative responsible for supervising this project, as well as any other supervisory staff.
 - 4. Resumes of any key personnel to be involved in the revaluation.
 - 5. Before starting field work, a list of employees, including field personnel, expected to be assigned to the Borough of Carteret's revaluation project and a summary of their experience.
 - 6. A statement of whether any litigation involving the Firm's performance or a revaluation contract has occurred during the past ten years and, if so, explain in detail the nature of such litigation and the results thereof.
 - 7. The name and address of the Firm's parent corporation and subsidiaries, if any.
 - 8. Samples of public relations material.
 - 9. List any litigation resulting from appraisal projects the revaluation firm has been engaged in during the past ten (10) years.
 - 10. All supervisory and field personnel are required to undergo background checks and fingerprinting performed by the Borough of Carteret Police Department.

Revaluation firms shall also include with their proposal the following items:

- Sample form of Progress Reports to be used.
- Sample form of Payment Schedule and/or Monthly Billing Summary.
- Samples of Commercial and Residential Property Record Cards to be used.
- Sample of any other supportive material to be used.

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, and have sufficient capital to properly execute the work within the time allowed.

1B.2.2 PAST PERFORMANCE

Documented past performance of same and/or similar service.

1B.2.3 REFERENCES

References and record of success of same or similar service

1B.2.4 DESCRIPTION OF ABILITIES

Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff).

1B.2.5 COST DETAILS

If applicable, cost details including the hourly rates of each of the individuals who will be performing services, and all expenses.

1B.2.6 TECHNICAL PROCESS AND EQUIPMENT

Description of technical process and equipment used in performing the task(s).

1B.3 PREPARATION OF SUBMISSIONS

1B.3.1 COMPLETION OF SUBMISSIONS

Each submission must be provided on a Standardized Submission Form as supplied in the submission package and signed by the entity or principal thereof and shall contain the name, address, and telephone number. All prices and amounts must be written in ink or preferably typewritten. All erasures or corrections must be initialed by each signatory to the submission. Each submission shall be contained in a sealed envelope addressed to the Purchasing Agent, Borough of Carteret, 100 Cooke Avenue, Carteret, New Jersey 07008 and said envelope shall specify the item for which the submission is provided and must be delivered at the place and time required or mailed so as to be received prior to the opening time set in the advertisement. Submissions received after the hour herein named or in unsealed envelopes shall not be considered.

The Owner will not be responsible for submissions forwarded through the U.S. Mail if lost in transit at any time before submission opening, or if hand-delivered to incorrect location.

The submission shall be accompanied by (1) a Non-Collusion Affidavit, (2) a Disclosure of Ownership Form, (3) an Insurance Requirement Acknowledgement Form, (4) a Mandatory Equal Employment Opportunity Notice Acknowledgement, (5) a copy of the applicable Business Registration Certificate, (6) a Vendor Information Form, (7) a Qualifications Submission Form, and (8) an Acknowledgement of Corrections, Additions or Deletions Form.

All forms listed above, (#1 through #8) shall be completed in their entirety.

1B.3.2 ERRORS IN SUBMISSIONS

If applicable, 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 sums of the extended totals and the total Submission submitted, the correct sum shall govern. Amounts written in words shall govern over the amounts written in numerals.

1B.4 TIME FOR AWARD OF CONTRACT

The contracting unit shall award the contract or reject all submissions within such time as may be specified in the invitation for submission, but in no case more than 60 days, except that the submissions of any entities who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed. When the invitation for submission states that the execution of the contract shall be subject to prior approval by a Federal or State agency or department, the contract shall be awarded or all submissions rejected within five (5) days after the approval by such Federal or State agency or department.

The award of the Contract for this service will not be made unless the necessary funds have been certified by the BOROUGH's Chief Financial Officer in a lawful manner.

1B.5 MODIFICATIONS OF SUBMISSIONS

Any vendor may modify his submission by registered mail at any time prior to the scheduled closing time for receipt of submissions, provided such communication is received by the OWNER prior to the closing time. The communication should not reveal the submission price but should provide the addition to or subtraction from or other modification so that the final price(s) or term(s) will not be known by the OWNER until the sealed submission is opened.

1B.6 REJECTION OF SUBMISSIONS

1B.6.1 MULTIPLE SUBMISSIONS NOT ALLOWED

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

1B.6.2 UNBALANCED SUBMISSIONS

Submissions which are obviously unbalanced may be rejected at the option of the OWNER. In the event that there is a discrepancy between prices written in words and written in figures, prices written in words shall govern. In the event there is a discrepancy between the total amount Bid and the sum of the parts, the corrected sum shall govern. No Bid will be accepted that does not contain a price for every item contained in the Bid Form. Bids that are obviously unbalanced may be rejected by the Owner.

1B.6.3 RIGHT TO REJECT SUBMISSIONS

The right is reserved to reject any or all submissions in whole or in part if not in compliance with the standardized submission requirements.

1B.6.4 METHOD OF AWARD OF SUBMISSIONS

The right is reserved by the Borough of Carteret to award submissions on a “service by service” basis, “per project” basis, in part or in whole as determined by the Owner.

1B.6.5 RIGHT TO WAIVE INFORMALITIES RESERVED

The owner expressly reserves the right to waive any informality in any submission, and to accept the submission which, in the OWNER'S judgment, serves its best interests.

1B.7 PAYMENT

Bills are publicly approved every second and fourth Thursday of each month at regular BOROUGH Council meetings. All bills approved at that meeting are paid by checks which are mailed the Friday after the meeting. No checks may be picked up by the vendor.

1B.8 TRANSITIONAL PERIOD:

In the event that a new contract has not been awarded prior to the contract expiration date, it shall be incumbent upon the vendor to continue the contract under the same terms and conditions until a new contract(s) can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

1B.9 FACSIMILE DOCUMENTS PROVIDED IN A SUBMISSION:

Under no circumstances, on submission documents requiring authorized signatures, will the OWNER accept documents provided through facsimile machines.

1B.10 CONTRACT COMPLIANCE AND EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS

Vendor 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.**

1B.11 GENERAL REQUIREMENTS/INFORMATION

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.

It is understood by the vendor that this submission is provided on the basis of standardized submission requirements prepared by BOROUGH OF CARTERET and the fact that any vendor is not familiar with these standardized submission requirements or conditions will not be accepted as an excuse.

NO MINIMUM PAYMENT IS IMPLIED OR GUARANTEED.

BOROUGH OF CARTERET reserves the right to cancel any contract entered into upon thirty (30) days written notice.

1B.12 PERFORMANCE SECURITY.

1B.12.1 SECURITY REQUIRED.

Simultaneously with its delivery of the executed Contract the Contractor shall furnish a surety bond or bonds underwritten by a surety company authorized to transact business in the State of New Jersey with a face value equal to one hundred percent (100%) of the amount of the Proposal as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract, as specified in the Contract Documents annexed hereto. The surety on such bond or bonds shall be a surety company satisfactory to the owner and subject to the owner's attorney's approval.

The performance bond(s) submitted must be acceptable to the Municipality in both form and financial rating.

All Proposals must contain a Bid Bond and Consent of Surety underwritten by a surety company authorized to transact business in the State of New Jersey.

1B.13 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.14 PATENT CLAIMS.

The successful Vendor shall protect and save the Municipality harmless from all and every demand for damages, royalties or fees on any patented invention used by it in connection with the supplies furnished under and Contract hereunder and it shall be the duty of the Vendor, if so demanded by the Municipality, to furnish the Municipality with a proper legal release or indemnification from and against all such claims and any or all payments due under such Contract may be withheld from the Vendor until such release or releases are furnished, if the Municipality so elects. The Vendor shall hold harmless the Municipality from any claim for the use of any computer software used without authority, if such a situation occurs.

1B.15 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 will be provided upon request.

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.16 REVIEW OF PROPOSALS/SELECTION CRITERIA

The evaluation criteria were developed in accordance with the New Jersey Administrative Code 5:34-4.2 and the "Best Practices for Awarding Service Contracts" issued by the State Comptroller.

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:

A. Qualifications and Experience

1. Experience and reputation of the Firm in revaluation of real property.
2. Experience of the Firm in performing revaluations for municipalities similar in size and scope to the Borough of Carteret
3. Qualifications of the individuals who will perform the required services, and their respective participation.
4. Experience of the individuals as it relates to the particular expertise required to perform the contract.
5. Experience with or specific knowledge of the Borough of Carteret as it pertains to this contract.
6. References.

B. Knowledge and Technical Competence

1. Ability of the Firm to perform the services on a timely basis, including staffing and familiarity with the subject matter.
2. Training recommendations and methodology from Assessor's office and other BOROUGH staff.
3. Compatibility of software programs with the BOROUGH's software programs and computer system
4. Work Plan: onsite presence during the revaluation process, frequency of progress updates with town personnel.
5. Overall confidence that the Firm can produce a quality revaluation within the established time frame.

- C. Conflicts
1. A list of towns for which the Firm is or may be conducting a revaluation at the same time as Borough of Carteret
 2. Tax Appeals of Borough of Carteret properties (if Firm has represented Borough of Carteret taxpayers).
 3. Ongoing litigation/past litigation within the past five (5) years.
- D. Public Relations
1. Quality and content of marketing/information material samples provided for all aspects of public relations including but not limited to mailings, public presentations, support of BOROUGH's website relating to revaluation.
- E. Post Tax Evaluation Process
1. Appeal rate (number of appeals and percentage of appeals versus total units), staffing (support of appeals), and percentage of defensible appeals.
- F. Cost consideration
1. Includes but is not limited to fee schedule to be charged and fees paid by public entities of similar size and composition for comparable level of services.
- G. Formal Interview
1. If needed, with the Tax Assessor, BOROUGH Manager, and Governing Body prior to the final selection by the BOROUGH Council.

Respondents to this RFP will first be scored on items A through F above for a total score of 90%. The BOROUGH will select a maximum of the top three scoring proposals to be interviewed for an additional 10%.

Following receipt, Proposals will be evaluated and ranked by a Review Committee. 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.

1B.17 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.18 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 reasonable 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 CARTERET HAS BEEN NAMED AS AN ADDITIONAL NAMED INSURED FOR THIS CONTRACT.

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

ATTENTION ALL VENDORS

On June 29, 2004, Governor McGreevey signed P.L. 2004, c.57, Business Registration of Contractors with Government Agencies, into law. Effective September 1, 2004, all business organizations that do business with a local contracting agency (i.e. Borough of Carteret) are required to be registered with the State of New Jersey, Department of Treasury, Division of Revenue, and provide proof of that registration to the contracting agency before the contracting agency may enter into a contract with the business.

A "Business Organization" means an individual, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof.

The law provides that: A copy of the Business Registration Certificate issued by the NJ Department of Treasury, Division of Revenue, shall be provided at the time any submission is received; *failure to do so is a fatal defect that cannot be cured.* This law covers construction as well as non-construction submissions.

Further information may be obtained by visiting the following web site at the State of New Jersey:

Goods & Services Contracts (including purchase orders):

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates, that they must collect and remit to the Director, New Jersey Division of Taxation, 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 this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency.

BOROUGH OF CARTERET

AMERICANS WITH DISABILITIES ACT OF 1990 EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

The CONTRACTOR and the BOROUGH OF CARTERET (herein referred to as the Borough) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the BOROUGH pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event 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 in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the BOROUGH, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind 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'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the BOROUGH, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the BOROUGH or if the BOROUGH incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

It is expressly agreed and understood that any approval by the BOROUGH of the services provided by the 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 pursuant to this paragraph.

It is further agreed and understood that the BOROUGH 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 BOROUGH from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

BOROUGH OF CARTERET

PAYMENT POLICY

Payment vouchers with appropriate invoices are publicly approved every second and fourth Thursday of each month at regular BOROUGH Council meetings. All payment vouchers/invoices approved at each meeting are paid by checks which are **mailed** the Friday directly after the meeting. Under **no** circumstances may checks be picked-up by the vendor/contractor.

In order for a payment voucher to be placed on said meetings for approval, they must be submitted fully executed by the vendor/contractor to the appropriate BOROUGH department, be signed by all the appropriate BOROUGH officials and be presented to the **Finance Office** no later than 4:00 p.m., **twelve (12) calendar days** immediately prior to the actual meeting.

This means that the BOROUGH cannot process payment without the certification on the payment voucher that the goods have been received or the services performed. Further, the BOROUGH will not accept any delivery of goods or services '**C.O.D.**'. There are **no** exceptions to these procedural requirements.

BOROUGH OF CARTERET
CHECKLIST – COMPETITIVE CONTRACTING PROCESS
(Pursuant to N.J.S.A. 40A:11-4.3 et. seq.)

REVALUATION OF ALL REAL PROPERTY SITUATED WITHIN THE BOROUGH OF CARTERET

SUBMISSION DATE: _____

The following items, as indicated below (XX), shall be provided with the receipt of sealed submissions. Items without (XX) must be submitted prior to award:

Proposal Form to the Borough of Carteret	_____XX_____
Bid Bond	_____XX_____
Consent of Surety	_____XX_____
Non-Collusion Affidavit	_____
Disclosure of Ownership Form	_____XX_____
Insurance Requirement Acknowledgement Form	_____XX_____
Mandatory Equal Employment Opportunity Notice Acknowledgement	_____XX_____
Qualifications Submission Form	_____XX_____
Exceptions to Specifications Form	_____XX_____
Acknowledgement of Corrections, Additions or Deletions Form	_____XX_____
Copy of your Business Registration Certificate as issued by the State of New Jersey, Department of Treasury, Division of Revenue	_____
Disclosure of Investment Activities in Iran	_____XX_____
Performance & Payment Bond	_____
Agreement	_____

Appendix A (to proposed Contract) - Property Classification Summary	<u>XX</u>
Appendix A-1 (to proposed Contract) - Schedule of Line Item Fees	<u>XX</u>
Appendix B (to proposed Contract) - List of Supervisors	<u>XX</u>
Appendix C (If awarded) - Background Investigation Release	<u> </u>
Appendix D (to proposed Contract) - Breakdown of Major Tasks	<u>XX</u>
Appendix E (to proposed Contract) - Schedule of Tax Court Appeal Fees	<u>XX</u>
Appendix F (to proposed Contract) – Schedule of Completion	<u>XX</u>
Listing of Subcontractors	<u>XX</u>
List of all key employees as of date of Proposal indicating relevant work experience and educational background*	<u>XX</u>
List of current revaluation or reassessment projects under Contract indicating Contract required completion date*	<u>XX</u>
List of revaluation and reassessment project Proposals submitted to Municipalities within the past six months*	<u>XX</u>
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.*	<u>XX</u>
List of revaluations and reassessments performed within the past 5 years, and highlight any such that were performed in Middlesex County.*	<u>XX</u>
Percentage of Tax Appeals in the past 10 years filed in the first and/or second years after a revaluation or reassessment by your firm was implemented. The percentage should be based upon the total number of appeals filed in those years compared to the total number of line items.*	<u>XX</u>

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 CARTERET, NEW JERSEY
COMPLETE REVALUATION OF ALL REAL PROPERTIES,
AS OF OCTOBER 1, 2023,
TO BE EFFECTIVE FOR THE 2024 TAX YEAR

WITH RESPECT TO THE REVALUATION OF ALL REAL PROPERTY SITUATED WITHIN THE BOUNDARIES
OF THE BOROUGH OF CARTERET, NEW JERSEY:

COMPANY NAME

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

DOLLARS

(AMOUNT IN WORDS)

ESTIMATED DATE OF COMPLETION: _____

Company

Signature

Print Name

Title

Date

BOROUGH OF CARTERET – BID BOND FORM

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, _____
_____ as Principal, and _____
_____, as Surety, are hereby held and firmly bound unto the **BOROUGH OF
CARTERET**, 100 Cooke Avenue, Carteret, NJ 07008, as Owner, in the penal sum of
_____ (_____) dollars, for the
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to the **BOROUGH OF CARTERET** a
certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for _____

NOW, THEREFORE,

(a) If said bid shall be rejected, or in the alternate,

(b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached
hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract,
and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other
respects perform the agreement created by the acceptance of said bid,

Then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and
agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this
obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does
hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are
corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers,
the day and year first set forth above.

BY: _____
Witness

BY: _____
Principal

BY: _____
Witness

BY: _____
Attorney-in-fact

Surety Phone No. _____

BOROUGH OF CARTERET
IMPORTANT BIDDER INFORMATION
RE: BID BONDS

The Borough of Carteret will not accept any Bid Bonds with wording in their content that is contrary to the intention of the *Local Public Contracts Law*, specifically designation **40A:11-21** which reads as follows:

GUARANTEE TO BE FURNISHED WITH BID:

A person bidding on a contract for the erection, alteration or repair of a public building, structure, facility or other improvement to real property, the total price of which exceeds \$100,000.00, shall furnish a guarantee as provided for herein. A contracting unit may provide that a person bidding on any other contract, advertised in accordance with law, shall furnish a guarantee as provided for herein. The guarantee shall be payable to the contracting unit so that if the contract is awarded to the bidder, the bidder will enter into a contract therefore and will furnish any performance bond or other security required as a guarantee of indemnification. The guarantee shall be in the amount of 10% percent of the bid, but not in excess of \$20,000.00, except as otherwise provided herein, and may be given, at option of the bidder, by certified check, cashier's check or bid bond. In the event that any law or regulation of the United States imposes any condition upon the awarding of a monetary grant to any contracting unit, which condition requires the depositing of a guarantee in an amount other than 10% of the bid or in excess of \$20,000.00, the provisions of this section shall not apply and the requirements of the law or regulation of the United States shall govern.

More specifically, those bid bonds which contain restrictive language regarding the bonds' intent will be considered **NON-CONFORMING** by the Borough of Carteret.

BOROUGH OF CARTERET

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the _____ organized and existing under the laws of the State of _____ certifies and agrees, that if contract for

_____ is awarded to _____, the undersigned Corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor.

Signed and sealed this _____ day of _____, _____

Attorney-in-Fact, _____

BOROUGH OF CARTERET
NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY :
 : SS.
COUNTY OF :

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

I am _____

of the firm of _____

the Vendor making the submission for the above named Service, and that I executed the said submission with full authority to do so; that said Vendor has not, directly or indirectly, entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of fair and open competition in connection with the above named Service; and that all statements contained in said submission and in this affidavit are true and correct, and made with full knowledge that the Borough of Carteret relies upon the truth of the statements contained in said submission and in the statements contained in this affidavit in awarding the contract for said Service.

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 bonafide employees or bonafide establishment, commercial or selling agencies maintained by:

Name of Vendor

Subscribed and sworn to before me

this _____ day of _____, 20_____

Notary Public, State of _____

(Signature of Vendor)

My Commission expires _____
(Type or Print name of affiant and Title, under signature)

STATEMENT OF OWNERSHIP DISCLOSURE

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

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ 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. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ 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 no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **Borough of Carteret** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **Borough of Carteret** to notify the **Borough of Carteret** in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **Borough of Carteret** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

BOROUGH OF CARTERET

INSURANCE REQUIREMENTS and ACKNOWLEDGEMENT FORM

FAIR & OPEN PUBLIC SOLICITATION PROCESS pursuant to N.J.S.A. 19:44A-20.5 et. seq.

Certificate(s) of Insurance for Liability, Workmen's Compensation and Professional Liability Insurance, satisfactory to the Borough of Carteret, shall be filed with the BOROUGH Purchasing Division upon award of contract by the BOROUGH Council.

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

1. WORKMEN'S COMPENSATION & EMPLOYERS LIABILITY INSURANCE

The Vendor shall take out and maintain during the life of the contract adequate workmen'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 workmen'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 New Jersey Workmen's
Compensation Law

2. COMPREHENSIVE GENERAL LIABILITY INSURANCE

Limits shall be a minimum of \$1,000,000.00 bodily injury and property damage combined. The Certificate of Insurance must indicate coverage at the above limits for:

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

3. COMPREHENSIVE AUTOMOBILE LIABILITY

Limits shall be a minimum of \$1,000,000.00 bodily injury and property damage combined. The Certificate of Insurance must indicate coverage at the above limits for:

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

4. PROFESSIONAL LIABILITY INSURANCE

Limits shall be a minimum of \$1,000,000.00 for each claim and \$1,000,000.00 aggregate each policy period.

Acknowledgement of Insurance Requirement:

(Signature)

(Date)

(Printed Name and Title)

BOROUGH OF CARTERET

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

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

This form is a summary of the successful vendor's requirement to comply with the requirements of **N.J.S.A. 10:5-31 et seq.** and **N.J.A.C. 17:27 et seq.**

The successful vendor shall submit to the Borough of Carteret, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-1.1 et seq.;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and distributed to the Borough of Carteret to be completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful vendor may obtain the Employee Information Report (AA302) from the Borough of Carteret during normal business hours.

The successful vendor must submit the white and canary copies of the AA302 (Employee Information Report) to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The pink *Public Agency* copy is submitted to the Borough of Carteret, and the gold *Vendor* copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her submission shall be rejected as non-responsive if said vendor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

COMPANY: _____

SIGNATURE: _____ PRINT NAME: _____

TITLE: _____ DATE : _____

BOROUGH OF CARTERET

QUALIFICATIONS

The Vendor is required to state in detail, in the space provided below, the following: **(insert additional pages as needed)**

1. All work that the Vendor has performed that is similar in size, 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, skill and financial standing;
3. Evidence that the Vendor maintains a permanent place of business and state how many years your organization has been in business as a Firm under your present name;
4. Have you ever failed to complete any work awarded to you? Have lawsuits of any kind been filed with respect to any of your contracts? Has any officer or partner of your organization ever failed to complete a contract handled in his own name? Provide details.
5. List all contracts which you are now performing or for which you have signed contracts but not started work;
6. A listing of equipment available to the Vendor for the work under the proposed Contract;
7. Evidence that the Vendor has suitable financial status to meet obligations incidental to the work; and
8. Evidence that the Vendor has appropriate technical experience to complete the work.

Company _____

Signature _____ Title _____

Print Name _____

Date _____

BOROUGH OF CARTERET – EXCEPTIONS TO SPECIFICATIONS

Fair and Open Solicitation Process pursuant to N.J.S.A. 19:44A-20.5 et. seq.

Vendors are to fully and accurately complete this form. If no exceptions are taken, the word "NONE" shall be written. If exceptions are taken, they must be listed fully on this page. You may attach additional sheets as necessary.

[illegible]

Name of Company: _____

Signature: _____

BOROUGH OF CARTERET

ACKNOWLEDGEMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORM

Fair and Open Solicitation Process pursuant to N.J.S.A. 19:44A-20.5 et. seq.

I, _____

of the firm _____

hereby acknowledge that any corrections, additions and/or deletions

have been initialed and dated in this Submission Package.

(Signature)

(Type or Print name of affiant and Title, under signature)

(Date)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number _____ : Bidder / Offeror: _____

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 Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director 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 bid/renew:

☐ 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 under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

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

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED ADDITIONAL SPACE, MAKE COPIES OF THIS FORM AND ATTACH HERETO

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror 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 Borough of Carteret is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Borough of Carteret and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Signature _____

STATUTORY PERFORMANCE AND PAYMENT BOND

KNOWN ALL MEN BY THESE PRESENTS, that we the undersigned,

Name of Principal

Address of Principal

as Principal, and,

(NAME OF SURETY)

(ADDRESS OF SURETY)

as Surety, are hereby held and firmly bound unto the

BOROUGH OF CARTERET
(Owner)
100 COOKE AVENUE, CARTERET, NJ 07008

in the penal sum of \$_____ for the

payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs,
executors, administrators, successors, and assigns.

Signed this _____ day of _____, 20____.

THE CONDITION OF THE ABOVE OBLIGATION is such that whereas, the above named Principal did on
the _____ day of _____, 20____ enter into a contract with the **Borough of Carteret**,
which said contract is made a part of this bond as though fully set forth herein;

NOW, if the said Principal shall well and faithfully do and perform the things agreed by the Principal
to be done and performed according to the terms of said contract, and shall pay all lawful claims of
subcontractors, materialmen, laborers, persons, firms or corporations for labor performed or materials,
provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or
consumed in the carrying forward, performing or completing of said contract; we agreeing and assenting
that this undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or
corporation having a just claim, as well as for the obligee herein; then this obligation shall be void;
otherwise the same shall remain in full force and effect; it being expressly understood and agreed that
the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of

this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract or in the plans or specifications therefor shall in any way affect the obligation of said Surety on its bond.

Recovery of any claimant under the bond shall be subject to the conditions and provisions of N.J.S.A. 2A:44-143 et. seq to the same extent as if such conditions and provisions were fully incorporated in the form set forth herein.

This bond is given in compliance with the requirements of the statutes of the State of New Jersey in respect to bonds of contractors on public works, N.J.S.A. 2A:44-143 to -147 and amendments thereof, and liability thereunder is limited as in said statutes provided.

SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:

Attest:

Attest:

Principal

By _____

Surety Company

By _____

NOTES:

1. The date of the Bond shall not be earlier than the date of the agreement.
2. The Surety company shall be authorized to transact business in New Jersey and have sufficient resources to issue the bond.
3. If Contractor is a partnership, all partners shall execute the bond.

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this

_____ day of _____, 20_____ .

ATTEST:

(Principal) Secretary

(SEAL)

(Witness as to Principal)

(Address)

ATTEST:

(Surety) Secretary

(SEAL)

(Witness to Surety)

(Address)

Principal (Contractor)

By: _____(s)

(Typed Name)

(Address) _____

(Surety)

By: _____

(Typed Name)

(Address) _____

NOTE: Date of Bond must not be prior to date of contract. If Contractor is a partnership, all partners must execute bond. A corporate acknowledgment and statement of authority shall be attached by the Surety.

**NOTICE REGARDING BUSINESS ENTITIES WHICH RECEIVE,
IN THE AGGREGATE, \$50,000.00 OR MORE FROM
PUBLIC ENTITIES DURING A CALENDAR YEAR**

A business entity which has received \$50,000.00 or more in the aggregate during a calendar year through agreements or contracts with a public entity or public entities is required by state law to file an additional statement with the New Jersey Election Law Enforcement Commission. The form is to be filed electronically. The form maybe found at: www.elec.state.nj.us. For further information, contact the New Jersey Election Law Enforcement Commission at (609) 292-8700 or toll free in New Jersey 1-888-313-ELEC (3532).

BOROUGH OF CARTERET
PROPERTY REVALUATION PROGRAM

CONTRACT FOR COMPLETE REVALUATION OF ALL REAL PROPERTIES,
AS OF OCTOBER 1, 2023,
TO BE EFFECTIVE FOR THE 2024 TAX YEAR

BOROUGH OF CARTERET
a Municipal Corporation of the State of New Jersey
100 Cooke Avenue,
Carteret, NJ 07008
(hereinafter "Municipality");

AND

(hereinafter the "Company")

1. Program Definitions:

The Company agrees to prepare and execute a complete program for the revaluation of all real properties situated within the confines of the Municipality **(as illustrated on the Property Classification Summary attached hereto as Appendix A and Appendix G)** with a valuation date as of October 1, 2023, to be effective for the tax year 2024. All 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.

2. Scope of Services:

- a. The Company agrees to provide services necessary to classify and appraise each parcel of real estate and each real property improvement which lies within the boundaries of the Municipality at its fair market value according to N.J.S.A. 54:4-1, et seq.
- b. The Company agrees to appraise all properties using the three approaches to value where applicable and to use acceptable methods, forms, and manuals authorized by the New Jersey Division of Taxation. The revaluation project shall be computer generated in accordance with the specifications outlined herein.
- c. The Company shall prepare a separate list of tax exempt properties indicating the full value of such property as if taxable.
- d. The Company, at its own expense, shall be responsible for collecting Income and Expense information pursuant to N.J.S.A. 54:4-34 (the "Statute") for all Class 4 Properties for 2022. Requests for Income and Expense information shall be mailed via certified mail no later than July 1st of 2023. The request shall comply, in all respects, with the requirements of the Statute, and shall be approved by the Municipality's Assessor before mailing. Income and Expense Requests shall be sent over the Assessor's signature.
- e. The Company will acquaint the Municipality's Assessor and staff, if any, in the use of procedures, standards and records used for making property appraisals in order that the Municipality's Assessor's Office will

be in a position to check the work as it progresses and apply the same to new or altered properties in subsequent assessments.

3. Contract Contingencies:

This Contract is contingent upon approval by the Director of the State of New Jersey Division of Taxation.

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's Assessor and the Municipality as well as written permission of the surety company and the Director of the Division of Taxation.

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 and the Municipality's Business Administrator.

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 Middlesex County Board of Taxation and no assessor of a taxing district within Middlesex County and no official or employee of the Municipality shall have an interest whatsoever directly or indirectly, 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 Middlesex during the term of the Agreement, nor shall they be so engaged while the revaluation assessment remains unchanged.

5. Company Qualifications:

The Company shall meet performance standards as set forth in Section 1B.2 of this document and by the Director of the State of New Jersey Division of Taxation and shall supply the State with any information which may be required from time to time during the duration of this Contract. The Company shall be approved by the Division of Taxation to perform revaluations in New Jersey.

6. Company Personnel:

Principals of the Company shall have at least five (5) years of practical and extensive appraisal experience in the valuation of the various classes of real property.

Supervisors of the Company shall have at least four (4) years of practical and extensive appraisal experience in the valuation of the particular class of real property for which they are responsible. At least two (2) years of this experience must have been in the mass appraisal field and have occurred in the last five (5) years.

All personnel determining final land values shall have at least four (4) years of practical and extensive appraisal experience in the valuation of all classes of property.

Field personnel and building enumerators shall have a minimum of one hundred fifty (150) hours of in-service training pertaining to their particular phase of the work and shall be generally aware of other phases of the revaluation project prior to starting field work. A minimum of six (6) enumerators shall be provided during the field data collection phase of this project 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 enumerators shall be designated for commercial properties. The Company shall submit a resume outlining the qualifications of each principal, supervisor, land valuator, and commercial, industrial, or multi-family valuers as well as 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 and at least three (3) years in the capacity of a reviewer. 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 obtain an identification card from the Municipality for each staff member. 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.

7. Office Space:

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 inquiries 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. Prior to mailing notices of valuation the Company shall have at least two (2) manned-incoming telephone lines to accept inquiries from taxpayers. 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.

8. 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 Microsystems & BRT tax assessment software, and must contain MOD IV and CAMA file information for entering and use or must totally converted at the Company's expense and then submit a hard copy of the computerized data to the Municipality's Assessor for his/her review. Any cost relative to this provision is at the exclusive expense of the Company. 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 each of the four classifications of real property shall be provided.

The information to be entered on the property record card for each property (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 valuation of all construction up to and including the date of taxpayer hearings. 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. Prior to finalization of values, a field review shall be made of these incomplete property improvements. Upon review, if the construction is substantially completed for its intended use, the value shall be determined as if it were complete. Should construction remain incomplete, the Company shall consult with the Municipality's Assessor to determine the procedure in order that the valuation is appropriate.

The Company shall provide the Municipality's Assessor with completed property record cards filed in sequence by block and lot numbers for all taxable and exempt properties. Property record files shall include all supporting data and documentation.

9. Project Completion; Program Progress Reports:

The parties hereby recognize that completion of the project within a timely manner, so that the revaluation may be implemented for the tax year **2024**, is essential. In order to meet the required schedule, the Company has agreed to complete the revaluation on or prior to **November 1, 2023**, as set forth in Appendix F, and to comply in all respects with the due dates referenced in Appendix F. The Company agrees to deliver or electronically transfer all final MODIV records to the Middlesex County Board of Taxation including appropriate Master files, History files and CAMA files on or before November 1st, 2023. The Company agrees to mail all Revaluation Assessment Notices to taxpayers on November 10th 2023. The Company agrees to complete all taxpayer review hearings on or before December 15th, 2023. The Company agrees to have ready for mailing, all Notification of Assessment Postcards (Ch. 75), including all revisions resulting from taxpayer hearings, on or before January 25th, 2024. The Company agrees to deliver or electronically transfer all revised MODIV records to the Middlesex County Board of Taxation including appropriate Master files, History files and CAMA files on or before December 31st, 2023. In the event that such delay denies the implementation of the revaluation from Tax Year 2024 to Tax Year 2023, it is the sole responsibility of the Company, **without cost to the municipality** to update all data, value, and other items required to finalize the project in the following year and the municipality reserves the right to seek monetary damages caused by the failure to implement in a timely manner. If above dates cannot be met, it will be the responsibility of the contractor to file the extension request with the Middlesex County Tax Board.

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 and Middlesex County Tax Board Administrator until completion and acceptance of the project.

10. Payment Schedule:

The Company has prepared a breakdown of functions to be carried out during this revaluation project, which includes the anticipated date(s) of completion of each function and a dollar value associated with each function. This breakdown is attached to this Contract as Appendix D, and is a material part of this Contract. Appendix D shall be the basis for payments.

Payment will be made for work completed in accordance with the performance based payment schedule attached hereto as Appendix D. Billings properly filed and approved shall be processed and payment shall be mailed to the Company if found to be in order and approved.

Payments to be made to the Company under this Contract shall be calculated by applying the appropriate dollar value to the work completed and accepted by the Municipality's Assessor at the end of each payment period. The dollar values to be utilized are outlined in Appendix D of this Contract and are subject to an adjustment of minus 10% for Contract retainage.

One-half of the 10% retainage shall be payable upon completion of the work once certified by the Municipality's Assessor. The balance of the retainage (remaining 50%) shall be payable after the first year's County tax appeals are completed.

11. 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 F that any of the work remains not completed. An extension of the completion dates must be sought and approved to avoid these damages.

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.

12. Insurance and Bonding:

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.

Simultaneously with its delivery of the executed Contract the Contractor shall furnish a surety bond or bonds of face value equal to one hundred percent (100%) of the amount of the Proposal as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract, as specified in the Contract Documents annexed hereto. The surety on such bond or bonds shall be duly authorized by a surety company satisfactory to the Municipality and subject to approval of the municipal attorney.

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 appraisal 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 revaluation project through newspaper articles, press conferences, public information mailings and meetings, and other publicity deemed necessary. 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 revaluation and setting forth a proposed date for the commencement of inspections in the Municipality.

The Municipality's Assessor or Business Administrator shall arrange speaking appearances at Council meetings and/or at meetings of homeowners and business groups, as determined necessary, and the Company shall furnish qualified speakers in order that the purposes, methods and procedures of this revaluation program can be explained to as many interested persons as possible. Meetings with homeowner groups should be scheduled prior to the commencement of field inspections within the group's sector of the Municipality where possible and deemed appropriate by the Municipality's Assessor. The Vendor must be available to assist the Municipality in a minimum of four (4) public information meetings during the course of the project. Additional meetings may be required at the discretion of the Municipality Administrator and the Municipality's Assessor.

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 appraiser/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) Two (2) large and four (4) 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 for the purposes of developing a sales map and neighborhood delineation map and 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) A copy of the MOD IV tape of current property records for all properties currently listed upon the tax records of the Municipality. This tape shall include the block, lot, additional lots, owner's name and address, property location, property classification, if needed.

c) Access to zoning approvals and building permits as received or needed during the project from the planning board and building department respectively.

d) Letters of introduction to facilitate the Company's access to properties for inspection and data collection purposes; and

e) Any other data that may be secured from the Municipality subject to the approval of the Municipality's Assessor to assist the Company to determine the full fair value of the real property to be valued. **(Note; if existing residential property record cards are provided to the firm, all properties must still be re-measured for verification).**

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 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. **Remote virtual (RV) interior inspections which require no entry are permissible.**

The letter will also state the nature of the inspection and provide contact information of the Company 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 an interior inspection rate of **80%**. Refused entries shall be excluded from the count to arrive at the percentage of fully inspected properties required. A careful inspection of each parcel shall be made after 9:00 a.m. but before 6:00 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.

A "door tag" or "door hanger," approved by the Municipality's Assessor shall be left at the first visit.

If the owner/occupant is not available at the time of the second inspection, a second calling card or "door tag" shall be left in a conspicuous place (not in a mail box) indicating that the field inspector has attempted two visits and request the owner/occupant to either return the card or telephone a given number to arrange for an interior or virtual inspection. This card shall include information advising that the assessment data will be estimated as required unless an interior inspection is arranged.

The date and time of a second inspection shall be substantially different from that of the original inspection (not the same day, nor same time of day, etc.).

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. The Firm shall assess that particular property at average condition known to the area using professional appraisal methods and data available. All estimate and refusal standards and methods shall be reviewed with the Tax Assessor.

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, rent (if rented), and sales data.

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 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.

The Firm should also be responsible for revisit inspections (second attempts) 30 days after the inspections are completed.

The data collection worksheets and/or field sheets will be returned by the field staff after which they shall be reviewed for accuracy and encoded into a computer data system.

A hard copy or computer data access to field work shall be forwarded biweekly to the Municipality's Assessor's Office after encoding and a preliminary calculation so that it can be progressively reviewed by the Municipality's Assessor. 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 Middlesex 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.

Properties which may be altered by building permits subsequent to field review and up to and including the date of mailing notices or valuation developed by the Company, shall require an audit trail and shall be field reviewed by the Company prior to finalization of value.

A final (100%) drive-by visual field inspection is required and review of all land and buildings be made upon completion of field and office computations by experienced Company personnel to insure accuracy of all data recorded on a hard copy of the computer data files. The purpose of this review will be to account for and adjust for factors which may have a direct bearing on the market value of properties as well as to ensure a property's equitable relationship to surrounding properties. This review shall be accomplished by a supervisory level employee of the Company.

19. Computer Requirements:

The revaluation 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 Microsystems & BRT 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.

All commercial, industrial and multi-family properties shall be processed in a separate file capable of being downloaded into the Assessor's computer file upon completion of data collection and valuation or as may be required.

The Company shall update the current land and residential data base. The Company will have access to the commercial, industrial, special purpose, multi-purpose, multi-family and improved exempt property record card information, however **(all properties must still be re-measured for verification)**.

The Municipality shall receive the programs and any documentation necessary for maintaining and updating or expanding the computerized appraisal system which shall become the property of the Municipality. No distribution of any materials, with the exception of the MOD IV tape as required by the state, shall be permitted.

20. Land Valuation:

The Company shall collect and analyze all fair market sales that occurred during the three (3) years prior to the revaluation implementation date in order to develop a market data approach.

The Company shall prepare a sample format to be approved by the Municipality's Assessor that will be used in this approach to value. The identification of market trends is important and a paired sales analysis is to be used to determine and document such trends. Analysis shall include sales ratio studies and the development of general, segmented, and stratified coefficients of deviation. Data shall be secured from all available sources, compiled, checked, and analyzed determination of land values. Factors affecting the value of land such as location, shape, size, topography, access to roads, railroads, and waterways, use, etc. shall be carefully considered.

The Company shall establish site values for each parcel within the Municipality utilizing the appropriate zoning requirements as a base. Any variations caused by parcel characteristics shall be determined as factors to be applied to the base cost to determine a final parcel valuation. Land valuers must be familiar with the process of valuations being affected by leases, flood plain, and hazard areas, wetlands, right of ways, and easements, riparian rights and leases, etc. if applicable.

Conservation easements, common areas and wetlands are to be valued uniformly throughout the Municipality where applicable. Right of ways, riparian rights, and easements are to be noted on the property data file and considered in the valuation process.

All land valuation calculations shall be recorded on the proper data files and carefully checked for accuracy. All computations from the base rate to the final calculated value shall be shown on the data files. The Company shall verify all land dimensions against the Municipality tax map.

21. Residential Valuation:

For the appraisal of residential properties, the most recent addition of the New Jersey Real Property Appraisal Manual for New Jersey Assessors shall be utilized as a basis in the application of the cost approach to the value for residential property. Residential schedules shall contain all variations from the base in order to price 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, piles and garages. The schedules shall show prices for various sizes as well as types and grades of construction. A cost conversion analysis shall be submitted to the assessor to justify the factor utilized to determine the estimate of value in the

cost approach. In the absence of vacant land sales a land abstraction methodology may be used to isolate the land and improvement values.

The Company shall collect and analyze all fair market sales that occurred during the three (3) years prior to the revaluation date in order to develop the market data approach. The Company shall prepare a sample format to be approved by the Municipality's Assessor that will be used in this approach to value. The identification of market trends is important and a paired sales analysis is to be used to determine and document such trends. Analysis shall include sales ratio studies and development of general, segmented, and stratified coefficients of deviation and other such spreadsheet analysis deemed appropriate.

A certified letter, return receipt requested, explaining the reasons for inspection shall be sent to all property owners that have refused the Company permission to inspect their property. A second regular letter shall be sent to those properties that were not inspected after three attempts to contact said owners. The option for a Remote virtual (RV) interior inspection which requires no entry should be provided as an option. This is at the expense of the Company. Documentation is required to support the accomplishment of the entry inspection report.

The cost conversion factor shall be documented through market studies and shall be substantiated by written documentation. Use of the final cost factor shall be made only after approval by the Municipality's Assessor.

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*. The final net condition is to be reflected in the improvement calculation. The concept of effective age shall be used. Schedule G offers a suggested classification guide for observed physical condition.

A booklet of usable sales shall be developed by the Company and original copy provided to the Municipality's Assessor for the hearings and in support of value used. This booklet shall be provided for sales for a two-year period. At least one staff member of the Company that was responsible for establishing value shall be in attendance at each informal hearing.

New digital photographs will be taken by the Company, at its own expense, for all improved properties (no matter the class). 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 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.

Any properties (regardless of property class) subject to PILOT agreements are to be assessed according to current market value. Special attention should be taken to properties in this category.

22. Commercial, Industrial and Apartment Valuations:

For the appraisal of commercial, industrial and apartment properties, the Third Edition of the New Jersey Real Property Appraisal Manual shall be utilized when finalizing the value using the cost approach. A folder to create a Cost Sheet, sketch of the building, site plan, and income approach shall be required for all Class 4 properties, where applicable. Commercial records shall be added to the CAMA system.

The Company shall collect and analyze fair market sales that occurred during the three (3) years prior to the revaluation date to develop the market approach to value. The Company shall prepare a sample format to be approved by the Municipality's Assessor that will be used in this approach to value. The identification of market trends is important and a paired sales analysis is to be used to determine and document such trends. Analysis shall include sales ratio studies and the development of general, segmented, and stratified coefficients of deviation and other such statistical methods as considered appropriate.

A valuation utilizing the cost, market, and income approaches to value is to be generated for each property where applicable.

All properties that are income-producing or are potential income-producing properties shall have a written report outlining the factors used to develop the income approach valuation. The Company shall request income and expense statements on all class four (4) properties by certified mail, return receipt requested, pursuant to N.J.S.A 54:4-34 over the Municipality's Assessor's signature. Mailing costs for these requests shall be at the Company's expense.

The Company shall analyze the local market place to derive economic rates, rentals, and expenses in order to arrive at a supportable indication of value. The Company can make use of prior income and expense information received by the Municipality's Assessor to conclude this analysis which must be documented for future reference.

The Company shall analyze all income and expense statements received and investigate lease and rentals for the purpose of establishing economic rents and gross rent multipliers, when applicable.

Capitalization rates to be used for the income approach to value must be obtained from the market, or recognized institutional publications and provided to the Municipality's Assessor for review. An unloaded simple band on investment capitalization rate shall be derived for the purposes of developing an estimate of value on all income producing properties.

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

Depreciation factors shall be determined through market studies and shall be substantiated by written documentation. Physical, functional, and economic depreciation and/or appreciation observed by a valuator must be recorded separately on the data file and explained in writing for each property when applicable. The final net condition is to be reflected in any calculations.

Documentation of sales, capitalization rates, and related information is to be filed under a separate report as approved by the Municipality's Assessor.

The Firm shall as part of this revaluation, identify and value for assessment purposes all billboards located within the Borough of Carteret in accordance with Chapter 42, Public Laws of 2004 and create a record with a qualification code for the billboard, B-Billboard – followed by a two-digit number from 01-99 indicating the billboard number within the municipality. In the notes field of the record, indicate the type and construction.

The Firm shall as part of this revaluation, identify and value for assessment purposes all Cellular Antenna towers or building mounted antenna located within the Borough of Carteret on the property which they are located. The Firm shall also create a record with a qualification code, T – Cell Tower – followed by a two-digit number from 01-99 indicating the cell tower number within the municipality. Each antenna type and location shall be identified in the notes field of the property record card.

If the Firm discovers a property under construction or a portion of the property under construction, or if a property is found to be affected by demolition, fire, documented environmental contamination, or other physical damage, it shall be noted on the CAMA system's notes file, a "P" for partial assessment shall be noted and the Firm shall provide the Tax Assessor with an excel spreadsheet for his or her review including the following: block, lot, qualifier, property location, a description of the condition and area affected and the amount of functional depreciation added.

If a property is discovered to be vacant at the time of an inspection, the Firm shall provide the Tax Assessor with an excel spreadsheet for his or her review including the following: the block, lot, qualifier, and property location.

23. Land and Sales Mapping:

During the course of this project, the Company shall prepare a land value sales map to be transmitted to the Municipality's Assessor upon completion of this project for his/her future use. The VCS map must be approved by the Assessor. Each condo association should have a separate VCS, but may have more than one if necessary. No VCS's shall be reused or duplicated throughout the Borough.

The land value and sales map shall include the boundaries for each land use zone, the boundaries for each neighborhood control sector and the base land value rate to be applied for said control sector. This map shall also identify, by color-coding any properties which have sold between three (3) years and the completion date of this Contract as an arms-length transaction, the date of the sale and the sale price. A comparable sales booklet as described herein shall be part of this analysis also.

24. Property Owner Assessment Review:

Upon determination of property values the Company shall, at its own expense, notify each property owner of said valuation. Assessment notices must be sent out not prior to **November 10, 2023**. This notice shall also advise the property owner of his/her right to attend an individual informal review of the valuation at a designated location within the Municipality. The Company shall schedule sufficient time to fully review and discuss the valuation with qualified Company personnel so as to complete informal reviews no later than **December 15, 2023**.

Upon completion of informal reviews, a written record of each hearing held shall be provided to the Municipality's Assessor for his/her review. Revisions resulting from taxpayer reviews shall only be made with the consent of the Municipality's Assessor. Each property owner shall be informed, in writing by the Company of the results of their valuation review writing four weeks of the conclusion of all reviews.

25. Records and Computations to Become Property of Municipality:

Upon conclusion of all property owner reviews 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 appraisal 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) Sales data collected for use in the appraisal process including comparable sales studies, sales ratio studies, sales map, and the sales book;
- (4) Land valuation data including the land value map indicating VCS areas;
- (5) Data relative to the determination of cost conversation factor and depreciation schedules;
- (6) Data relative to rental schedules, operating statements of income properties, and capitalization rate studies;
- (7) Data relative to general, stratified, segmented and weighted coefficient of deviation studies;
- (8) Data processing information pertaining to the format of the computer systems used in the project;
- (9) Pictures of properties as required by this Contract;
- (10) 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
- (11) Any other records pertaining to the revaluation program or computer programs.

26. Defense of Values:

The Company shall defend all valuations that may be appealed to the Middlesex County Board of Taxation for the tax years **2024** and **2025**. Such assistance shall include qualified expert personnel acceptable to the Municipality's Assessor who are knowledgeable with and shall have inspected the properties subject to an appeal. This provision relates to the year of completion and the subsequent year after acceptance of the project.

With respect to properties which may have valuations appealed to the Tax Court of New Jersey, the Company shall attach a schedule of fees to be charged to prepare reports and appear in Tax Court to defend these appeals (Appendix E). Said fee schedule shall be predicated on the class of the property under appeal as well as the time involved and complexity of the appraisal assignment. The fee schedule shall include an hourly fee for appearances, as well as fees for the preparation of reports, as necessary. The Municipality reserves the right to accept in whole or in part the fee schedule attached to this Contract as Appendix E, or to Contract with another party for these services. Should the Municipality elect to accept the Company as the Company for these services, the Company shall assist the Municipality's Assessor and the Municipality to defend valuation appealed during the tax years **2024** and **2025**, pursuant to the fee schedule. Such assistance shall include qualified expert witnesses holding a commercial level designation of a State Certified General Appraisal license in New Jersey who is acceptable to the Municipality's Assessor and who is knowledgeable with and shall have inspected the property subject to appeal.

Additionally, the Municipality reserves the right to accept in whole or in part the fee schedule outlining the schedule of line-item fees attached to this Contract as Appendix A, A-1, A-2 and A-3. or to Contract with another party for particular services regarding specific classes of properties or specific properties.

By way of clarification and not limitation, the Municipality shall have the right to award a Contract for the requested services to include all Classes of properties identified on Appendix A and A1, to include all Classes of properties identified on said Appendix A-2 excluding the Class 4 and/or Class 15 properties, or appendix A-3 to include only the Class 4 and Class 15 properties.

Should the Municipality elect to Contract with another party for all or part of these appraisal services, the Municipality agrees to release the Company from any further responsibility to defend valuations before the Tax Court of New Jersey for those items so selected to be contracted with another party.

27. Reassessment Option:

The Firm shall provide a cost to complete a district wide reassessment if the equalization ratio for the Borough the year after the revaluation has been completed falls under 92%.

28. Affirmative Action:

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

The said party of the first part has caused these presents to be signed by the ***Mayor of the Borough of Carteret, DANIEL J. REIMAN***, aforesaid, and has caused the seal of the BOROUGH to be affixed hereto, and the party of the second part has caused these presents to be signed by **CORP** and seal to be affixed hereto the day and year first above written.

:
BOROUGH OF CARTERET
Attest

Carmela Pogorzelski, BOROUGH Clerk

(Affix BOROUGH Seal)

By: _____

Daniel J. Reiman, Mayor

Attest (for corporations)

CORPORATION

_____ **(L. S.)**

(Affix Corporate Seal)

(Printed Name)

Witness (for individuals, partnerships or llc's)

APPROVED AS TO LEGAL FORM

Robert J. Bergen, Esq., Law Director

_____, _____ **2023**

APPENDIX A
BOROUGH OF CARTERET
PROPERTY CLASSIFICATION SUMMARY
2023

<u>CLASS</u>	<u>PROPERTY CLASSIFICATION</u>	<u>NUMBER OF LINE ITEMS</u>
1	VACANT LAND	129
2	RESIDENTIAL (4 FAMILY OR LESS)	5,166
3A	FARM REGULAR	0
3B	FARM QUALIFIED	0
4A	COMMERCIAL	120
4B	INDUSTRIAL	80
4C	APARTMENTS/MULTI FAMILY	24
	RATABLE TOTAL	5519
5A	CLASS 1 RAILROAD	2
5B	CLASS 2 RAILROAD	11
	RAILROAD TOTAL	13
15A	EXEMPT PUBLIC SCHOOL	8
15B	EXEMPT OTHER SCHOOL	0
15C	EXEMPT PUBLIC PROPERTY	199
15D	EXEMPT CHARITABLE	44
15E	EXEMPT CEMETERIES	0
15F	EXEMPT MISC.	101
	EXEMPT TOTAL	352
		5884
		(See Note
	TOTAL	1 Below)

NOTES:

1. THE CONSOLIDATION OF ANY LINE ITEMS REQUIRED BY THE ASSESSOR WILL NOT BE USED TO ADJUST SAID PRICE AFTER THE EXECUTION OF THIS AGREEMENT.

COMPANY _____

SIGNATURE _____

PRINT NAME _____

TITLE _____

DATE _____

APPENDIX A-1 –BASE BID

BOROUGH OF CARTERET

REVALUATION PROJECT

SCHEDULE OF LINE ITEM FEES*

CLASS

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
5A	CLASS 1 RAILROAD	\$ _____ PER PARCEL
5B	CLASS 2 RAILROAD	\$ _____ 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

*TO BE COMPLETED IN ANTICIPATION OF INCREASE IN LINE ITEMS UPON COMPLETION OF THIS AGREEMENT, AS COMPARED TO LINE ITEM COUNT AT BEGINNING OF PROJECT.

COMPANY _____

SIGNATURE _____

PRINT NAME _____

TITLE _____

DATE _____

APPENDIX A-2 – ALTERNATE 1

BOROUGH OF CARTERET

REVALUATION PROJECT

SCHEDULE OF LINE ITEM FEES*

CLASS

1	VACANT LAND	\$ _____ PER PARCEL
2	RESIDENTIAL (4 FAMILY OR LESS)	\$ _____ PER PARCEL
3A	FARM REGULAR	\$ _____ PER PARCEL
3B	FARM QUALIFIED	\$ _____ PER PARCEL
5A	CLASS 1 RAILROAD	\$ _____ PER PARCEL
5B	CLASS 2 RAILROAD	\$ _____ PER PARCEL

*TO BE COMPLETED IN ANTICIPATION OF INCREASE IN LINE ITEMS UPON COMPLETION OF THIS AGREEMENT, AS COMPARED TO LINE ITEM COUNT AT BEGINNING OF PROJECT.

COMPANY _____

SIGNATURE _____

PRINT NAME _____

TITLE _____

DATE _____

APPENDIX A-3 – ALTERNATE 2

BOROUGH OF CARTERET

REVALUATION PROJECT

SCHEDULE OF LINE ITEM FEES*

CLASS

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

*TO BE COMPLETED IN ANTICIPATION OF INCREASE IN LINE ITEMS UPON COMPLETION OF THIS AGREEMENT, AS COMPARED TO LINE ITEM COUNT AT BEGINNING OF PROJECT.

COMPANY _____

SIGNATURE _____

PRINT NAME _____

TITLE _____

DATE _____

APPENDIX B

BOROUGH OF CARTERET

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

[illegible]

*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 CARTERET

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.

NAME (PLEASE PRINT OR TYPE)

DRIVER LICENSE NUMBER

SIGNATURE

WITNESS

APPENDIX D

BOROUGH OF CARTERET BREAKDOWN OF MAJOR TASKS OF REVALUATION PROJECT FURTHER BREAKDOWN OF PAYMENT SCHEDULES

PROJECT TASK	TASK PERCENTAGE OF PROJECT (ROUNDED)	PERCENT OVERALL DOLLAR VALUE CONTRACT	PAYMENT DOLLAR VALUE OF CONTRACT	ANTICIPATED COMPLETION DATE(S)
1. PLANNING & ORGANIZATION			\$ /MO.	
2. DATA COLLECTION A. RESIDENTIAL B. VACANT LAND/ COMMERCIAL INDUSTRIAL/APARTMENTS EXEMPT PROPERTIES C. FARM PROPERTIES				
3. ANALYSIS & VALUATION A. RESIDENTIAL B. VACANT LAND/ COMMERCIAL INDUSTRIAL/APARTMENTS EXEMPT PROPERTIES C. FARM PROPERTIES				
4. FIELD REVIEW A. RESIDENTIAL B. VACANT LAND/ COMMERCIAL INDUSTRIAL/APARTMENTS EXEMPT PROPERTIES C. FARM PROPERTIES				
5. TAXPAYER HEARINGS				
6. PROJECT FINALIZATION				
7. RETAINAGE				

NOTES:

- 1. PROJECT TASKS 1 THROUGH 6 ARE SUBJECT TO ADJUSTMENT OF MINUS (-) 10% FOR CONTRACT RETAINAGE.**
- 2. CONTRACT PRICE TO BE BROKEN DOWN BASED ON THE PERCENTAGES NOTED.**
- 3. COMPANY TO COMPLETE APPENDIX D BASED ON CONTRACT PRICE.**
- 4. APPENDIX D TO BE APPROVED BY MUNICIPALITY'S ASSESSOR BEFORE ACCEPTANCE OF CONTRACT.**

COMPANY _____

SIGNATURE _____

PRINT NAME _____

TITLE _____

DATE _____

APPENDIX E

BOROUGH OF CARTERET REVALUATION PROJECT SCHEDULE OF TAX COURT APPEAL FEES*

	<u>PROPERTY</u>	<u>REPORT PREPARATION FEE PER REPORT</u>	<u>COURT APPEARANCE FEE PER HOUR</u>
1	<u>VACANT LAND</u>	_____	_____
2	<u>RESIDENTIAL</u> (4 FAMILY OR LESS)	_____	_____
4A	<u>COMMERCIAL</u>		
	LESS THAN 10,000 SQ. FT.	_____	_____
	10,001 TO 25,000 SQ. FT.	_____	_____
	25,001 OR MORE SQ. FT.	_____	_____
4B	<u>INDUSTRIAL</u>		
	LESS THAN 10,000 SQ. FT.	_____	_____
	10,001 TO 25,000 SQ. FT.	_____	_____
	25,001 OR MORE SQ. FT.	_____	_____
4C	<u>APARTMENTS</u>		
	LESS THAN 25 UNITS	_____	_____
	26 TO 50 UNITS	_____	_____
	51 TO 100 UNITS	_____	_____
	101 OR MORE UNITS	_____	_____
15	<u>EXEMPT</u>	_____	_____

* TO BE COMPLETED BY COMPANY AS PART OF AGREEMENT

COMPANY _____

SIGNATURE _____

PRINT NAME _____

TITLE _____

DATE _____

APPENDIX F

BOROUGH OF CARTERET

SCHEDULE OF COMPLETION OF THE REVALUATION PROJECT

ASSESSMENT FUNCTION

DUE DATE

Assessing Date	October 1, 2023
Revaluation Completion	November 1, 2023
Revaluation Assessment Notice Mailed	Not Prior to November 10, 2023
Preliminary Assessments advertised for viewing	December 15, 2023
Taxpayer Review Hearings Completed	December 15, 2023
Postcards Mailed (includes all hearing revisions)	January 25, 2024

COMPANY _____

SIGNATURE _____

PRINT NAME _____

TITLE _____

DATE _____

APPENDIX G

SUGGESTED CONDITION CLASSIFICATIONS

Interior/Exterior Condition

7-VANDALIZED- 80%+

Reserved for properties that are not in livable condition and have exceeded their economic life. Most homes that fall within this category are most likely beyond their cost to cure.

6-DILAPIDATED-15%+-

Homes within this category may be unlivable or in need of considerable repair. These home may have damage to large mechanicals, flooding, foundation problems, or need to be gutted to repair.

5-POOR-10%+-

Homes within this category are generally livable however, are in need of repairs. This category is reserved for homes that have more damage than the normal “wear and tear” or are in “Fair” condition however, are in need of repair to a specific area of the home.

4-FAIR-5%+-

“Not normal to the market area”

Within the subject market area it is “normal” to make repairs and renovate throughout the years. Homes within this category have not been renovated in the last 10 to 15 years and are in need of some repairs and or updating. The condition is not normal to the subject market area.

Fair can be found in all building classes however, is rare in homes built within ten years.

Fair condition is often found in estate sale situations, rentals, homes that are owned by the elderly who are unable to physically make repairs or in areas of low income in which home repairs are not readily feasible due to the income constraints.

3-NORMAL

Normal to the market is a home with normal updating and repairs throughout the years. The home may have recent renovations over the last 10 years. The modernization of a single component (kitchen, bathroom, basement, etc.) however, lacks large improvements to the overall dwelling.

2-GOOD

Good is reserved for homes that have modernized the kitchen and bathrooms and have made improvements over the last 10 years to the entire home. For homes older than 15 years, this will include major mechanical components as well.

SUGGESTED CONDITION CLASSIFICATIONS (CON'T)

1-EXCELLENT

Excellent much like dilapidated, is rarely found. This is reserved for the complete renovation of a home with the use of high-end materials. Homes within this category may be considered over improvements.

Modern Kitchen/Bathroom

A modern kitchen or bathroom is a renovation of the entire area, within the last 10-15 years, with the utilization of modern materials outside the “builder’s grade” . A modern kitchen/bath can be found within any class and is some expectation within homes newer than 10 years.

Countertops-Solid surface, marble, quartz, granite, wood, concrete.

Flooring– Laminate, stone, tile, and hardwood. (Note: If the entire area is renovated and the flooring and or cabinetry are in “normal” condition, the area should still be considered modernized.)

Fixtures– Replaced