

Request for Proposal Submission Checklist
Borough of Harvey Cedars

**REVALUATION OF ALL REAL PROPERTY FOR ASSESSMENT PURPOSES
IN THE BOROUGH OF HARVEY CEDARS**

Required with Submission of Bid: Owner's Checkmarks: X		Initial Each Item Submitted with Bid (Bidder's Initials)
X	Authorized Business Agent	
X	NJ State Business Registration Certificate	
X	Statement of Corporate Ownership/Certification,	
X	Disclosure of Investment Activities in Iran	
X	Russian and Belarusian Certification	
X	Acknowledgement of Receipt of Notice or Addenda	
X	Submission of Non-Collusion Affidavit	
X	Acknowledgement of Affirmative Action	
X	Affirmative Action Mandatory Language	
X	Certificate of Insurance (upon award)	
X	Acknowledgment: Americans with Disabilities Act	
X	Acknowledgment: Contract Review and Terms	
X	Statement of Qualification and Experience	
X	Bid Bond	
X	Proposal Sheet	
X	Information and Documents Required with Proposal	
X	Performance Bond (upon award)	

The undersigned hereby acknowledges review and submission of all required documents.

Name of Bidder:

Signature of Authorized Agent:

Name and Title:

Contact phone#: _____

Date: _____

**REQUEST FOR PROPOSAL
PROFESSIONAL SERVICES FOR A REVALUATION FIRM**

**REVALUATION OF ALL REAL PROPERTY FOR ASSESSMENT PURPOSES
IN THE BOROUGH OF HARVEY CEDARS**

The Borough of Harvey Cedars is seeking Competitive Contracting Proposals pursuant to N.J.S.A. 40A:11-4.1, et seq., from a revaluation firm for revaluation of real property in the municipality.

As of January 10, 2024, the Borough has approximately 1,317-line items: approximately 26 commercial properties, 1,182 residential properties, 43 vacant land properties, 65 exempt properties, and 1 public utility (see Appendix A). The prospective revaluation companies are urged to tour the Borough prior to submitting a proposal. Work shall be completed in a timely manner in order to be filed for the 2026 Tax List or the 2027 Tax List in the event there are no responsive bidders for the 2026 deadline or in the event State approval of the tax map renders the 2026 deadline impossible. Bidders can bid on 2026 deadline and/or the 2027 deadline. In the event the 2026 deadline is awarded and cannot be accomplished due to delays in conditional tax map approval, the Bidder's 2026 deadline bid shall control with the exception that the 2027 deadline shall control.

All Competitive Contracting Proposals shall conform to the specifications and to the standards set forth in the laws of the State of New Jersey and the Directives of the Director, Division of Taxation, and Department of the Treasury.

It is understood by the Bidder that this proposal is submitted based on specifications prepared by the Borough and the fact that any Bidder that is not familiar with these specifications or conditions will not be accepted as an excuse.

The following specific factors will be used in reviewing the Competitive Contracting Proposals and determining which proposal is most acceptable to the Borough; cost of the proposal, experience of Bidder, location of Bidder in relation to the Borough, experience and certification of operation level personnel, the firm's ability to begin the contract in a timely manner, knowledge of the municipality, information obtained from other municipalities pertaining to the performance of the Bidder, experience and training of employees, and experience with revaluations in municipalities of similar in size and scope.

Competitive Contracting Proposals are to be submitted in triplicate to the Borough of Harvey Cedars' Acting Purchasing Agent, William Montag, 7606 Long Beach Boulevard, Harvey Cedars, New Jersey 08008, **no later than 10:00 a.m. on February 28, 2025**. NO COMPETITIVE CONTRACTING PROPOSALS shall be accepted after that time. Names of revaluation firms and cost proposals will be read publicly at that time.

The Borough reserves the power to make such investigations as it deems necessary to determine the ability of a firm to perform the work, and the firm shall furnish to the Borough all such information and data for this purpose as the Borough may request. The Borough reserves the right to reject any proposal if the evidence submitted by or the investigation of such firm fails to satisfy the Borough that such firm is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

The Borough intends to award a revaluation contract to the firm it deems most responsive and will provide the most comprehensive and the highest quality of service to the Borough inclusive of fee considerations. The Borough reserves the right to accept other than the lowest price offer and to reject all Competitive Contracting Proposals that are not responsive to this request.

William Montag, QPA
Borough of Harvey Cedars

BID SPECIFICATIONS AND INSTRUCTIONS

REVALUATION OF ALL REAL PROPERTY FOR ASSESSMENT PURPOSES IN THE BOROUGH OF HARVEY CEDARS

The Borough of Harvey Cedars is seeking services from a revaluation firm (“Bidder”) for the revaluation of real property located in the municipality.

The Borough has approximately 1,317 line items, of which approximately 26 are commercial properties, 1,182 residential properties, 43 vacant land properties, 65 exempt properties, and 1 public utility. The price shall be based upon the line-item count; consolidation of any items required by the Assessor will not be used to adjust said price after the execution of the agreement.

The Bidder shall comply with all bid specifications and the terms of the agreement. The Bidder shall possess the following minimum qualifications and experience and provide the additional minimum documentation in support of the bid.

Statement of Qualifications and Experience

The Bidder’s principals, supervisors, field personnel, and staff shall meet the following minimum requirements and provide licenses, certifications, and the Bidder shall provide the following documentation, as noted.

1. Principals shall have a minimum of ten (10) years of practical and extensive appraisal experience in the valuation of the four (4) classifications of property. At least five (5) years of this experience shall have been in the mass appraisal filed and have occurred within the past seven (7) years.
2. Supervisors shall possess a New Jersey Tax Assessor Certification, a New Jersey Appraisal License, and have a minimum of five (5) years of practical and extensive appraisal experience in the appraisal of the particular type of properties for which they are responsible.
3. Field personnel, building enumerators, and listers 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 the other phases of the revaluation project before starting actual filed work.
4. Personnel determining final land values shall meet the qualifications prescribed for supervisors in direct charge of the work.
5. Resumes shall be submitted on behalf of principal appraisers and supervisors with the bid submittal.
6. The Bidder shall furnish copies of applicable licenses and certifications noted above.
7. The Bidder shall submit a listing of all field personnel with a summary of their experience prior to starting field work.
8. The Bidder shall make available qualified personnel for the purpose of giving full explanation and instruction to the Assessor and her staff with regard to all materials submitted in all phases of the final revaluation.
9. The Bidder must advise if its corporation, any former corporate identity, or parent company has

previously or is currently involved in any form of litigation or arbitration concerning any of their products or service. For the Bidder to be considered for eligibility, the firm must disclose the full details of the lawsuit(s).

Additional Information and Documents Required with Proposal

1. A minimum of three (3) written references for revaluation services performed for municipalities in the State of New Jersey similar in scope, as well as three (3) additional written references for revaluation services performed in New Jersey's shore counties, including Atlantic, Cape, Monmouth and Ocean Counties.
2. The following: (i) Sample form of Progress Reports to be used; (ii) Sample form of Payment Schedule and/or Monthly Billing Summary; (iii) Sample of Property Record Cards to be used for each of the various classes of property required to be appraised; (iv) Sample of any other supportive material to be used; (v) Sample of color digital photograph to be used; (vi) Resume or qualifications of employees who will be performing work for the Borough during this contract; and (vii) color digital photograph.
3. Client list for the past five (5) years containing names, addresses, telephone number, and reference contact person.
4. Statement regarding the adequacy of the bidder's financial resources.
5. The name of the company representative of the Bidder responsible for supervising the Borough Revaluation Project.
6. Statement of the qualifications of the supervisory staff.
7. Statement of the experience in the profession of municipal wide revaluations of the individuals, other than qualified supervisory personnel, to be available for assignment to the revaluation program for the Borough.
8. Samples of supportive material(s) used in the appraisal of properties in other municipal revaluation projects, including, but not limited to, samples of such materials relating to income producing properties, and any and all other supporting material forms the Bidder intends to use in this revaluation.
9. Samples of public relations materials.
10. List any litigation in which the Bidder and/or its former corporate identities, parent companies, and/or subsidiaries have been a named party at present and over the past ten (10) years relating to and/or arising out of the Bidder's municipal revaluations or appraisal projects, as well as the sale of Bidder's products or services. Include in the answer the details of each lawsuit, identify the parties, set forth the claims, set forth the resolution of each, and the terms of the settlement(s) or judgment(s).
11. A bid bond, which is not for less than the statutory 10%, but not to exceed \$20,000.00. A non-conforming bid bond is a material defect and grounds for rejection of the bid. The Borough may accept the submission of a bid guarantee in the form of a certified check, cashier's check or a bid bond.
12. The Contractor shall confirm or demonstrate before the awarding of the contract that its CAMA program can be converted to BRT with 100% satisfaction that there will be no discrepancies. The cost of any such required conversation shall be the responsibility of the Contractor.

Contract Award

1. The contract will be awarded using the competitive contracting provisions of the Local Public Contracts Law (N.J.S.A 40A:11-4.1 et seq.) which is considered a “fair and open” process under the "New Jersey Local Unit Pay-to-Play" Law, N.J.S.A. 19:44A-20.4, et seq. The Borough has structured a procurement process that seeks to obtain the desired services, while establishing a competitive environment to ensure that each person and/or firm is provided an equal opportunity to submit a proposal in response to the RFP. Proposals will be evaluated in accordance with the criteria set forth in this RFP, which will be applied in the same manner to each proposal received.
2. Revaluation Committee Proposals will be reviewed and evaluated by a committee which may include the Mayor, QPA, Tax Assessor, CFO, the Municipal Clerk, or a designee familiar with the need for the services provided under this RFP who may, in the Mayor’s sole discretion, be appointed by the Mayor to serve in place of any of those officials named above individuals who are unavailable or unable to serve. The proposals will be reviewed to determine if the bidder has met the professional, administrative and subject area requirements described in this RFP. Pursuant to N.J.A.C. 5:34-4.3, moreover, “the names of the individuals who serve as committee members shall not be publicly disclosed until the evaluation report is presented to the governing body.”

Contract and Terms

1. The terms of the award and contract shall be governed by and include all bid specifications and documents included in the request for proposals, including the agreement.
2. The bidder shall execute the agreement included within the specifications as part of the response to the request for proposals and said agreement shall become effective, along with all specifications and documents included in the request for proposals, upon the award by the Borough.

PROPOSAL SHEET

Project shall commence upon receipt of Borough Tax Maps that have received approval from the State of New Jersey. Please note any price change(s) sensitive to pending approval date.

We, the undersigned, shall furnish and deliver the following items / services pursuant to the bid specification and made part hereof:

Per Line Item Costs:	Start within 12 months of contract award (2026 Deadline)	Start 12 months after contract award (2027 Deadline)
1. Vacant Land	\$ _____	\$ _____
2. Residential	\$ _____	\$ _____
3. Commercial	\$ _____	\$ _____
4. Apartment	\$ _____	\$ _____
5. Public Utility	\$ _____	\$ _____
6. Exempt Public Property	\$ _____	\$ _____
7. Exempt Charitable	\$ _____	\$ _____
8. Exempt Miscellaneous	\$ _____	\$ _____
9. Hourly Rate for Defense Appeals	\$ _____	\$ _____

Services shall commence no later than 10 days from receipt of Borough Tax Maps approved by the State of New Jersey, or contract award, whichever occurs first.

Due Dates: Set forth in Appendix E.

Name of Company: _____

Address: _____

Business Phone: _____

Authorized Agent: _____

Signature of Authorized Agent: _____

CERTIFICATION: Authorized Business Agent

AUTHORITY TO SUBMIT BID ON BEHALF OF THE BUSINESS ORGANIZATION

I, _____, certify that I am the _____
Name Title

of the Corporation, Limited Liability Corporation, Partnership, or Sole Proprietorship and named as Principal in the within bid; and I certify that _____,
Name

who signed the bid on behalf of the Principal was then the _____
Title

of said corporation, that I know his or her signature, and his/ her signature thereto is genuine; and that said bid was duly signed, sealed, and attested to for and on behalf of said Business Organization by authority of the Owner(s) / Managing Member(s).

Date

Corporate Seal

Name: _____
Signature

Name: _____
Printed

Title: _____

Business Organization

Name: _____

CERTIFICATE BUSINESS REGISTRATION
(P.L. 2004, c.57)
(N.J.S.A. 52:32-44)

All business organizations that do business (i.e. compete for or enter into a contract) with a State, County or Local Contracting Agency are required to be registered with the State and provide proof of their registration to the contracting agency. Proof of valid business registration shall be in the form of a Business Registration Certificate issued by the Department of the Treasury, Division of Revenue. Information on how a business can obtain a certificate is located on the Internet at www.nj.gov/njbgs or by telephone at 609-292-1730. The purpose of the registration is to ensure that all businesses and their subsidiaries receiving government contracts pay appropriate sales, use, and other taxes. A contractor and its subcontractor(s) must collect and remit to the Division of Taxation the use tax pursuant to the Sales & Use Tax Act on all sales of tangible personal property delivered into this State. Notice of these requirements must be provided in bid specifications, requests for proposals and any other documents notifying potential contractors or procurement opportunities.

Business registration is required for any contract in excess of \$6,000 (15% of \$40,000) for municipalities with Qualified Purchasing Agents.

A contracting agency shall not enter into a contract with a business organization unless it has received proof of the business registration at the time of the bid or the proposal submission, in response to a request for bids or proposals. For all other transactions, the proof of business registration must be received prior to the issuance of a purchase order or other contracting document.

All public contractors submitting bids for public work must submit a copy of their proof of business registration with their bids. Bidders must also obtain and submit proof of registration from those subcontractors at all levels (tiers) if the specifications require the subcontractor to be listed or named in the bidder's submission. Proof of valid business registration must be provided by the bidders and their named subcontractors at all levels (tiers) at the time the bid or proposal is officially received and opened by the contracting agency if required by the specifications. Failure to submit proof of registration is considered a mandatory rejection of bids and is non-waivable by the contracting agency.

The contractor shall provide written notice to its subcontractor and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof extends down through all levels (tiers) of the project. After the award of a project, the contractor has the obligation to obtain proof of registration from each subcontractor or a supplier on the project (in addition to those listed or named in the bid submission) and file proof of their business registration with the contracting agency prior to receiving final payment.

If there are no subcontractors on a project, the contractor must certify to that effect.

-----Attach Certificate-----

**STATEMENT OF OWNERSHIP
DISCLOSURE CERTIFICATION**
N.J.S.A. 52:25-24.2 (P.L. 1977, c.33)

This Statement Shall Be Included with Bid Submission

No corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation, or sole proprietorship shall be awarded a contract for the performance of any work or the furnishing of any materials or supplies unless prior to the receipt of the bid or accompanying the bid of said corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation, or sole proprietorship there is submitted a statement setting forth the names and addresses of all stockholders who own ten percent (10%) or more of the stock of any class or of all individual partners who own a ten percent (10%) or greater interest therein. If one or more such stockholder is itself a corporation or partnership, the stockholders holding ten percent (10%) or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until the names and addresses of every non-corporate stockholder and individual partner exceeding the 10% ownership criteria established in this act has been listed. This form shall be signed and submitted with the bid whether or not a stockholder or partner owns less than 10% of the business submitting the bid.

The Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Bidders are required to disclose whether they are a partnership, corporation, or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

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:

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

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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 Harvey Cedars*** 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 Harvey Cedars*** to notify the ***Borough of Harvey Cedars*** 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 Harvey Cedars*** to declare any contract(s) resulting from this certification void and unenforceable.

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

**ACKNOWLEDGMENT OF RECEIPT OF NOTICE, OR ADDENDA, OR REVISIONS TO THE
ADVERTISEMENT OF BID DOCUMENTS**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

NON-COLLUSION AFFIDAVIT

State of _____)

County of _____)

I, (Name) _____, of the municipality of _____ in the county of _____ in the State of _____, of full age, being duly sworn according to law on my oath depose and say I am (Title) _____ of the firm of (Name of Firm) _____, the bidder making the Proposal for the above-named project, and that I exercise the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Borough of Harvey Cedars relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project. I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____ . (N.J.S.A. 52:34-15)

(Name of Contractor)

Name: _____ Title _____

Signature: _____

Subscribed and sworn to before me

this _____ day of _____, 20____

Notary: _____

My commission expires: _____

GOODS, PROFESSIONAL SERVICES, AND GENERAL SERVICE CONTRACTS

N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127)

N.J.A.C. 17:27

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, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law. Except with respect to affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information or liability for military service, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the 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, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law.

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of to age, race, creed, color, national origin, ancestry, marital, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of

a protected class as recognized by law, and that it will discontinue to use any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law, 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 goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO/AA 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 Div. of Contract Compliance & EEO/AA for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Company: _____ Date: _____

Signature: _____ Title: _____

NOTICE TO CONTRACTORS
RE: AFFIRMATIVE ACTION REGULATIONS
P.L. 1975, c. 127

PROCUREMENT AND SERVICE CONTRACTORS:

Bidders are required to comply with the requirements of P.L. 1975, c. 127.

A. ALL CONTRACTORS

1. Within seven (7) days after receipt of the notification of intent to Award the contract, or receipt of the contract, whichever is sooner, a procurement contractor should present one of the following to the Municipality:
 - An existing Federally approved or sanctioned Affirmative Action Program.
 - A Certificate of Employee Information Report Approval.
 - If the contractor cannot present either of the above-listed items, the contractor is required to submit a completed Employee's Information Report (Form AA302). This form will be made available to contractors by the Municipality.

The following questions must be answered by all prospective contractors:

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

Yes _____ No _____

If "yes", please submit a photostatic copy of such approval.

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

Yes _____ No _____

If "yes", please submit a photo static copy of such approval.

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

Company: _____

Address: _____

Signature: _____

Title: _____

Phone: _____

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

The contractor and the Borough of Harvey Cedars (hereafter "owner"), do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind 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 owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

**ACKNOWLEDGEMENT OF
ALTERNATIVE DISPUTE RESOLUTION CLAUSE (ADR)**

Pursuant to Local Public Contracts Law, N.J.S.A. 40A:11-50, the Bidder acknowledges and agrees to the following.

Disputes arising under the Contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration, or non-binding arbitration, as required by P.L. 1997, c. 371 (N.J.S.A. 40A:11-50), pursuant to industry standards, or to the Superior Court of New Jersey, Ocean County. The specific type of dispute resolution to be utilized shall be selected by the Borough and the costs payable to the mediator or arbitrator(s) shall be borne equally by the Borough and the Bidder. Nothing herein shall prevent the Borough from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices required herein shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered into pursuant to P.L. 1971, c. 198 (N.J.S.A. 40A:11-1, et seq.). The joinder of parties to any dispute that is required to proceed to alternative dispute resolution practices, which is at the sole and unilateral discretion of the Borough, shall be governed by the provisions of P.L. 1997, c. 371 (N.J.S.A. 40A:11-50).

Signature: _____

Print Name: _____

STATEMENT OF BIDDER'S QUALIFICATIONS, EXPERIENCE. AND FINANCIAL ABILITY QUESTIONNAIRE

This questionnaire is to be prepared and completed by the bidder desirous of submitting Proposals in connection with the furnishing of an adequate REVALUATION SERVICES FOR ALL REAL PROPERTY LOCATED IN THE BOROUGH OF HARVEY CEDARS.

Before any proposal or proposal blanks are deemed to be properly submitted to the Borough, it is required that every question contained be answered, giving specific, definite and detailed information. An answer must not be evasive, indefinite or general. If any question is not clear or readily understood by the proposed Bidder, it will be explained to him/her upon written request to the Borough prior to submitting the document.

If the space provided in this form to answer any question is not large or adequate, the bidder shall add additional sheets or space.

The questionnaire shall be considered a part of the proposal and must be submitted with the proposal to which shall also be attached the Specifications, all of which shall constitute a part of the proposal.

1. Exactly how many years has your organization been in business under its present name?

2. Have you or your organization ever failed to complete any work awarded to you or to it?

3. If your answer to the last question above is "Yes", state when, where and why.

4. Has any officer or partner of your organization ever failed to complete a municipal contract handled in his own name?

5. If your answer to the last question above is "Yes", state the name of such person, when, where, and why the Contract was not completed.

6. Is your company now, or has it ever been included on the New Jersey State Treasurer's List of Debarred, Suspended or Disqualified Bidders?

7. If your answer to the last question above is "Yes", state, when, where, and why.
8. List all contracts which you or your organization are now performing or for which contracts have been signed but work not begun. Give the name of the municipality or owner, the amount of the contract, and the number of years the contract covers.

-USE ADDITIONAL SHEETS IF REQUIRED FOR QUESTION #8-

9. State all equipment now owned and/or available by you and/or your organization and available for use in this contract.

-USE ADDITIONAL SHEETS IF REQUIRED FOR QUESTION #8-

10. List all revaluation contracts which you are now performing or for which you have signed contracts but not started work.

11. Additional remarks, if you wish to make any:

The foregoing is a true statement of acts, and I agree that if any statement is found to be incorrect or false, that my bid or award will be rejected by the Borough.

Signed: _____ Print Name: _____

Company: _____

Dated: _____

Note: If Bidder is a corporation the corporate secretary should execute this questionnaire

FORM OF BID BOND

BOROUGH OF HARVEY CEDARS

KNOW ALL MEN BY THESE PRESENTS, that we _____ hereinafter called the Principal, as Principal,

and

the _____ of _____, a Corporation duly organized under the laws of the state of _____, hereinafter called the Surety, as Surety,

are held and firmly bound unto the Borough of Harvey Cedars, hereinafter called the Obligee, in the sum of _____ Dollars (\$ _____), for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid for the Revaluation of All Real Properties Located in the Borough of Harvey Cedars as of October 2025, for Use in Tax Year 2026.

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such Bid, and give such Bond as may be specified in the Bidding or Contract Documents with good and sufficient Surety for the faithful performance and labor and material payment of such Contract, or in the event of the failure of the Principal to enter such Contract and give such Bond, if the Principal shall pay to the Obligee the difference, not to exceed the penal amount hereof, between the amount specified in said Bid and such larger amount for which the Obligee may in good faith Contract with another party to perform the work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED this _____ day of _____, 20 ____ in the presence of:

PRINCIPAL

WITNESS

TITLE

SURETY

WITNESS

TITLE

PERFORMANCE BOND

“Know all men by these presents, that we, the undersigned as principal and as sureties, are hereby held and firmly bound unto in the penal sum of dollars, 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, which said contract is made a part of this the bond the same as though set forth herein;

“Now, if the said _____ shall well and faithfully do and perform the things agreed by _____ to be done and performed according to the terms of said contract, and shall pay all lawful claims of beneficiaries as defined by N.J.S. 2A::44-143 for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carryforward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined in N.J.S. 2A:44-143 having a just claim, as well as for the oblige 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 modification, omissions or additions in or to the terms of the said contract or in or to the plans or specifications therefor shall in anywise affect the obligation of said surety on its bond.”

Recovery of any claimant under the bond shall be subject to the condition and provisions of this article to the same extent as if such conditions and provisions were fully incorporated in the form set forth above.

Signed, sealed, and dated this _____ day of _____ 20__

ATTEST: CONTRACTOR

Witness Principal

Witness Surety

NOW, THEREFORE, if the PRINCIPAL shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said security, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive any notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that if the OWNER and the PRINCIPAL agree to arbitration, then the SURETY shall become a party thereto and be bound by the results of the arbitration.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____
(number)

counterparts, each one of which shall be deemed an original, this the ____ day of _____, 20__.

ATTEST:

_____ By: _____

(SEAL)

_____ (Witness as to Principal) _____ (Address)

**AGREEMENT FOR COMPLETE REVALUATION OF ALL REAL PROPERTY
FOR TAX EQUALIZATION PURPOSES**

THIS AGREEMENT (“Agreement”), effective upon award is by and between the Brough of Harvey Cedars (“Borough”), a municipal corporation of the State of New Jersey, with its principal office located at 7606 Long Beach Boulevard, Harvey Cedars, New Jersey 08008, and _____ (“Contractor”) with its principal office located at _____.

RECITALS

WHEREAS, the Borough has been required by Ocean County to revalue all the lands, buildings, and improvements contained within the Borough’s boundaries, and, therefore, requires the engagement of the service of the Contractor to render necessary advice and assistance in the said project; and

WHEREAS, the Contractor has offered to render such services to the Borough and has been awarded the contract pursuant to the Local Public Contracts Law; and

WHEREAS, the Contractor’s bid specifications are incorporated by reference herein.

NOW, THEREFORE, based upon the foregoing Recitals, which are expressly incorporated herein and made material terms of this Agreement by reference, and in consideration of the mutual covenants and conditions hereinafter set forth pursuant to the authority provided by law, Borough and Contractor mutually agree as follows.

1. CONTINGENCY, AWARD, PROPOSALS, AND DEADLINES

1.01. Contingency. This Agreement is contingent upon approval of the Director of the Division of Taxation and shall not be effective until such approval is noted on the approval page provided within this Agreement. In the event that the Division of Taxation declines to approve this Agreement for any or no reason, this Agreement shall be null and void.

1.02. Competitive Contract Award. The award shall be made to the bidder whose response is most advantageous, price and other factors considered in accordance with the Local Public Contracts Law. Specifically, the following specific factors shall be used in reviewing the competitive contracting proposals and determining which proposal is most acceptable to the Borough: cost of the proposal, experience of Bidder, location of Bidder in relation to the Borough, experience and certification of operation level personnel, the firm’s ability to begin the contract in a timely manner, knowledge of the municipality, information obtained from other municipalities pertaining to the performance of the Bidder, experience and training of employees, and experience with revaluations in municipalities similar in size and scope.

1.03 2026 and 2027 Proposals and Deadlines. In the event there is an award made for the 2027 tax year deadline because no qualifying responses were received for the 2026 tax year deadline, the 2027 proposal terms and deadlines shall control. In the event there is an award for the 2026 tax year deadline because the State map is not approved with sufficient time to complete the revaluation for the 2026 tax year deadline, the 2026 proposal terms shall control, but the 2027 tax year dates and deadlines shall control.

1.04. Commencement Date. Services shall commence no later than 10 days from receipt of Borough Tax Maps approved by the State of New Jersey, or contract award, whichever occurs first. The tax maps may be “conditionally approved” which shall be considered acceptable for the use in the valuation process and to commence the services.

2. CONFLICTS OF INTEREST AND CONFIDENTIALITY

2.01. Ocean County Employment. No commissioner or employee of the Ocean County Board of Taxation and no assessor of a taxing district within Ocean County shall have any interest whatsoever, directly or indirectly, as an officer, stockholder, employee, independent contractor, consultant, or any other capacity relating to the Contractor.

2.02. Representation of Property Owners. The Contractor and its parent company and subsidiaries, if any, shall not represent any property owner or taxpayer filing a tax appeal with respect to the revaluation completed by the Contractor.

2.03. Ownership of Property. In the event the Bidder or any officer, employee, or staff member of the Bidder owns an interest in real property situated within the Borough, the Bidder, employee, or staff member shall disclose in writing to the Municipal Assessor the name, address, and block and lot number of the property owned prior to or simultaneously with the submission of the bid, and, if subsequently discovered, within ten (10) days after learning of the conflict.

2.04. Confidentiality. The Bidder agrees not to disclose to anyone, except the Borough Tax Assessor and the Director of the Division of Taxation, Department of the Treasury, for any purpose, or to permit anyone to use or peruse any of the data on file, in connection with the revaluation. Any confidential information supplied to the revaluation firm in connection with this program shall remain in possession of the prevailing Bidder and not be subject to the Open Public Records Act (N.J.S.A. 47:1A-1, *et seq.*). At the conclusion of the program all such information shall be turned over to the Borough.

3. CONSIDERATION

3.01. Total Compensation. The compensation payable by the Borough to the Contractor shall be the amount set forth in the Contractor's proposal.

3.02. Payment Schedule. The consideration shall be paid to the Contractor pursuant to the schedule and progress reports set forth in Paragraph 3.03 shall serve as the basis for the monthly proportional payments payable by the Borough to the Contractor.

3.03. Work, Payment Schedules, and Retainage. Upon award of this Agreement, the Contractor shall provide to the Assessor a work schedule and plan of operations, which shall be compliant with the deadlines set forth in the specifications and may be reasonably revised at the discretion of the Assessor. The Borough shall prepare, at its discretion, a payment schedule based on the completion of the various facets of work set forth in the work schedule and plans of operation. The payment schedule will follow a monthly statement procedure and payment shall ONLY be made for work completed. Payments to be made to the revaluation firm shall be calculated by applying the appropriate dollar value to the work completed and accepted by the Assessor. All payments shall be subject to a ten percent (10%) retainage deduction. The revaluation firm will supply the format to be used for invoicing, which must be approved by the Borough. All bills will be approved by the Borough of Harvey Cedars at regularly scheduled commissioners' meetings. Five percent (5%) of retainage will be released once the 2026 Tax List or 2027 Tax List, as determined by the specifications and award, is certified by the Assessor. Three percent (3%) of retainage shall be released after first year of county level tax appeals are completed. Balance shall be released after all county-level tax appeals are completed.

4. BOROUGH'S REQUIREMENTS AND GENERAL CONTRACT TERMS

4.01. Responsibilities. The Borough shall facilitate the Contractor's performance of the revaluation by providing the following.

- (i) 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 designee 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; the tax maps may be “conditionally approved” which shall be considered acceptable for the use in the valuation process.
- (ii) A copy of the MOD IV tape of current property records for all properties currently listed upon the tax records of the Borough. This tape shall include the block, lot, additional lots, owner’s name and address, property location, and property classification, if needed.
- (iii) Use of abstracts of deed within the Assessor’s office.
- (iv) Letters of introduction to facilitate the Contractor’s representatives’ access to the properties.
- (v) The mailing addresses of all property owners in the municipality to enable the Contractor to maintain a current mailing list.
- (vi) The use of official records and such other assistance required as an aid to facilitate the Contractor’s performance of the specifications noted within this Agreement. (Although the Contractor shall be provided with access to official records, this condition shall not be construed or interpreted to mean that the Contractor can use any data other than primary, original data collected by the Contractor in performance of the revaluation).
- (vii) Any other data that may be secured from the Borough subject to the approval of the Assessor to assist with the Contractor to determine the full fair value of the real property to be valued. (Note, if existing residential property record cards are provided to the Contractor, all properties must still be re-measured for verification.)
- (viii) The Contractor’s employees who shall be performing the real property inspections with photographic identification cards and letters of introduction. The identification cards shall be returned by the Contractor to the Borough at the end of the inspection process. The identification cards/badges shall contain a color photograph of the individual, the Contractor’s name, the individual’s name and signature, the nature of the identification card/badge, and an expiration date.

4.02. Office Space and Equipment. The Contractor shall furnish all office equipment, computer lines, computers, tablets, property record cards, measuring tapes, cameras, machines and supplies required in connection with the revaluation. The Borough does not have office space for the Contractor. The Contractor must secure their own office space at their expense. The Contractor 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.

4.03. Telephone Service. The Contractor shall provide adequate telephone service throughout this project to handle any inquires by interested persons at the Contractor’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 Contractor shall have at least two (2) manned-incoming telephone lines to accept inquiries from taxpayers. The Assessor shall be provided with a list of telephone numbers being used by Contractor personnel in order to maintain communications between all parties.

4.04. Removal of Personnel. The Assessor and Borough shall have the right to require the removal of any of the Contractor's personnel, employees, and agents from the project.

4.05. Spot Checks. The Assessor may conduct spot checks of the field work performed by the Contractor and its personnel, employees, and agents. The Assessor may also require the Contractor's project manager to accompany on the spot checks. Faulty, incorrect field work shall be returned to Contractor for correction. In the event the Assessor is not satisfied with the field work performed, the Assessor may require specific properties to be revisited, re-measured, or re-sketches by the Contractor.

4.06. Subcontractors. The Contractor shall not have the right to subcontract any portion or function of this Agreement without receiving prior express written approval from the Assessor and the Borough. The Contractor shall be responsible for any and all work performed by any subcontractors.

4.07. Background Checks. The Contractor agrees that its employees must submit, shall be subject to, and must pass background checks. The Contractor authorizes the Borough and its agents, representatives, or employees to obtain information concerning employees' personal background, including their driving record or any criminal record they 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.

5. CONTRACTOR'S GENERAL REVALUATION REQUIREMENTS

5.01. Line Items. The Contractor shall value the approximate 1,317 line items of real property set forth in the bid specifications.

5.02. Commencement and Completion Dates. The Contractor shall commence work within ten (10) days after the later of either the approval of this Agreement by the Director of the Division of Taxation or approval of the Borough's Tax Map pursuant to N.J.A.C. 18:12-4.7. The Contractor shall complete all of the contract terms, except for taxpayer review and defense requirements pursuant to the following schedules, depending upon whether the 2026 or 2027 proposal is awarded and whether the Tax Map receives timely conditional approval.

5.02.1. The required deadlines (either 2026 or 2027, depending upon award and conditions) as set forth in Schedule F, are as follows.

- (i) October 1 – revaluation
- (ii) November 1 – revaluation completion.
- (iii) November 14 and after – revaluation assessment notice mailed.
- (iv) December 31 – preliminary assessments advertised for viewing.
- (v) December 31 – taxpayer review hearings completed.
- (vi) January 2 of the following year – deliver deliver or electronically transfer all revised MODIV records to the Ocean County Board of Taxation including appropriate Master files, History files and CAMA files.
- (vii) January 31 of the following year – postcards mailed (including all hearing revisions).

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

5.03. Valuation and Inspections. The Contractor shall value all real property, land and improvements, within the Borough, including exempt property and all real property in the process of being

constructed or altered while the revaluation project is underway, pursuant to and in accordance with N.J.S.A. 54:4-1, *et seq.*, N.J.A.C. 18:12-4.8(a)(1) through (a)(8) and any and all other State and County laws and regulations. Pursuant to N.J.A.C. 18:12-4.8(a)(5), the Contractor shall value all real property, land, and improvements utilizing the three (3) approaches, *i.e.*, the cost approach, the sales comparison, and the income capitalization approach to value, and shall include all real property in the process of being constructed or altered while the revaluation project is underway. The Contractor shall perform the inspection of each property pursuant to and in accordance with N.J.A.C. 18:12-4.8(a)(9) and consistent with the legal requirements, all appraisals, *e.g.*, vacant land, residential, commercial, *etc.*, shall be made according to the standards and procedures provided in the Real Property Appraisal Manual for New Jersey Assessors.

5.04. Residential. Consistent with the legal requirements, the Contractor shall physically inspect the interior and exterior of all residential properties, including all accessory structures and outbuildings, and those structures to which no value is ascribed. Each building shall be accurately measured and diagrammed. Each major structure shall be photographed with a digital camera. Said inspection shall also result in a list of component parts including, but not limited to: (i) the quality of construction; (ii) the class of construction; (iii) the story height of each section; (iv) physical depreciation observed; (v) functional obsolescence; (vi) location or economic obsolescence; (vii) number of living units; (viii) age of the structure and year built; (ix) overall condition; (x) monthly rent, if tenant occupied; (xi) foundation type and material; basement area, crawl space, and or slab; (xii) finished basement area; (xiii) first floor area, upper floor(s) areas; (xiv) attic area (designate part finished, unfinished); (xv) finished half-story area (areas are to be actual); (xvi) exterior wall construction measurements; (xvii) insulation (as can be determined); (xviii) roof type and roof cover material; (xix) floor structure and material; (xx) degree of interior finish; (xxi) heating, ventilation and air conditioning source, type and area serviced; (xxii) number, quality and height of fireplaces; (xxiii) number and type of rooms; (xxiv) number of bathrooms and their fixtures; (xxv) built-in kitchen appliances; (xxvi) modernization of kitchens and bathrooms; (xxvii) decks, patios, terraces, and balconies (measurements); (xxviii) garages, such as attached, built-in or detached, porches, breezeways and location in relation to the main structure; (xxix) built-in pools, tennis courts; (xxx) piers and piles; (xxxi) any other item or amenity that would significantly affect the market value of the property. For the appraisal of residential properties, the Third Edition of the New Jersey Real Property Appraisal Manual shall be utilized. 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.

5.04.1. Vacant Land. Consistent with the legal requirements, the Contractor shall inspect and appraise each parcel of vacant land based upon the unit front foot, square foot, acreage, site value, or a combination thereof, as may be appropriate in the Contractor's judgment and subject to the consent of the Assessor.

5.04.2. Site Values. The Contractor 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.

5.04.3. Valuation. The Contractor 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 development of general, segmented, and stratified coefficients of deviation and other such spreadsheet analysis deemed appropriate.

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

5.04.5. Final Drive-By Visual Inspections. A final, 100% drive-by visual field inspection is required and review of all land and buildings must be made upon completion of field and office computations by experienced firm (supervisor) personnel to ensure 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 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 supervisor-level employee of the Contractor.

5.04.6. Photographs. Clear digital color photographs shall be provided for each structure, and, where possible, shall include the front of the properties taken from the street and from the water side of the property. All photographs shall be taken as far away from the structure as possible to ensure the full depiction of the entire structure and property. All digital photographs shall 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.

5.04.7. Electronic Data. Data collection shall be performed *via* electronic data collection software compatible and integrated with the Borough's CAMA tables and system. The license and/or fees of the electronic data collection software will be the responsibility of the Contractor. In the event data collection takes place using electronic software, the Contractor shall provide the Borough with completed property record cards for all properties to be kept in Assessor's hard files.

5.04.8. Sample Format and Market Trends. The Contractor 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.

5.03.9. Recording. 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 Contractor shall verify all land dimensions against the tax map.

5.04.10 Appreciation and Depreciation. 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.

5.04.11 Usable Sales Booklet. 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 attend each informal hearing.

5.04.12 PILOT. 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.

5.03.13. Record Cards. All available information shall be printed on a property record card acceptable to the Assessor. Where more than one (1) property card is required, all cards shall be assembled and property labeled. Each property record card shall identify the individual making the inspection and set forth the date when the interior inspection was made. A signature of the owner or tenant should be obtained, if possible. Upon completion of the revaluation new updated Property Record Cards/Worksheets will be provided to be kept in the Tax Assessor hard files.

5.03.14. Measuring. All structures are to be measured with a measuring tape. No measuring sticks shall be permitted. Measuring wheels are permitted for site work only.

5.05. Commercial. The Contractor shall physically inspect the interior and exterior of commercial property, including accessory structures and outbuildings, and those structures to which no value has been ascribed. Each building shall be accurately measured, and diagrammed. Also include all accessory structures and outbuildings and those structures to which no value has been ascribed. Each building shall be accurately measured and diagrammed. They shall have all the same information noted as RESIDENTIAL PROPERTY but in addition, the following items are required.

5.05.1. Requirements. The residential assessment requirements set forth above, unless otherwise directed by the Assessor, shall apply to commercial property revaluations.

5.05.2. Income Approach. An analysis of income and expenses and capitalize the net operating income into an indication of value by the income capitalization approach. Such analysis shall be made on a form acceptable to the Assessor and presented in a clear, concise, and readable format. The sketch produced shall clearly delineate the various sections of the building and describe the type of finish and occupancy, including, but not limited to, the delineation of separate retail units within a shopping center or group of strip stores, and identification of the tenant occupying such at the date of inspection. Finished retail area, mezzanine area, and unfinished warehouse or storage area shall also be clearly delineated and its area calculated. Each building will be separately diagrammed and an overall sketch plan of all structures will be either provided or drawn.

5.06.3. Rates and Value. 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 or to conclude this analysis which must be documented for future reference

5.06.4. Statements. 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.

5.06.5. Capitalization Rates. Capitalization rates to be used for the income approach to value must be obtained from the market, documented, 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.

5.04.6. Vector Sketches. A digital color photograph or photographs shall be taken of all major structures and will be attached to the CAMA program. The Contractor shall do vector sketches of all commercial and improved exempt properties into the CAMA file unless, in the opinion of the Assessor, the

complexity of a property would prevent a vectored sketch. Proper notation shall be made on said property record card in such event.

5.04.7. Marshal & Swift. All commercial and industrial appraisals shall be made according to the standards provided in the Marshal & Swift Commercial Cost Valuation Service Manual, if appropriate. Income producing properties shall be valued primarily by using the income approach to value method.

5.04.8. Additional Record Card Information. In addition to the information required for residential properties, the following items shall be noted on commercial property record cards: (a) overhead doors, loading docks, canopies; (b) concrete paved parking areas; (c) drive-thru windows, pneumatic tubes, vaults; (d) sprinkler systems; (e) lighting systems (interior and exterior); (f) structural framework; (g) mezzanine and finish; (h) crane ways; (i) any other item that would affect the Market Value of the property.

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

5.04.10. Depreciation Factors. 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.

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

5.04.12. Folder. A folder is to be provided on All Class 4 Properties to include: Sketch of all buildings on lot, cost sheets, and income analysis.

5.05. Exempt Property. All class 15 properties shall be physically inspected, measured, and diagrammed on the exempt property record format approved by the Assessor. The component should be listed and valued according to the Marshall and Swift format, if appropriate. They shall be listed separately when submitted to the Assessor.

5.06. Additional Inspection Procedures.

5.06.1. All structures are to be measured with a measuring tape. No measuring sticks shall be permitted. Measuring wheels shall be permitted for site work only.

5.06.2. All properties shall be inspected between the hours of 8:30 a.m. and 7:00 p.m., Monday through Friday, and on Saturdays between 9:00 a.m. and 4:00 p.m. Sunday inspections may be scheduled at the convenience of the property owner and Contractor.

5.06.3. No less than three (3) attempts shall be made to gain entry to each property. The Contractor shall make all reasonable efforts to inspect 100% of both the interior and exterior of all of the line items.

5.06.4. The initial visit of the field person shall be announced by letter only; no advance appointment shall be required. During the initial visit to the property, the field person shall knock and announce her arrival, identify herself, present her identification card, present a Borough provided letter of introduction, state the purpose of the visit, and measure, describe, and diagram the improvements and the subject site. An interior inspection shall also be made, subject to approval of the property owner, tenant, or agent. If no one is home, the field person shall leave a card explaining the purpose of the visit and

informing the property owner or tenant that there will be another call back on a different day within a defined time range.

5.06.5. If upon the second call back visit, entry is not gained, the field person shall leave a card asking the occupant to arrange a mutually convenient appointment to inspect the property. The card shall contain a telephone number that may be called by the property owner for the scheduling of appointments. The card shall also state that unless an appointment is scheduled by the property owner, the revaluation firm shall estimate the interior of the dwelling from information available through Assessor's records or other sources.

5.06.6. Each property data lister 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 verbal description be accepted in *lieu* of a physical inspection. The signature of the party present at the time of the inspection shall be requested and be a part of the inspection documentation.

5.06.7. If the property owner refuses either exterior or interior inspections to the property, the field person shall courteously leave the property and the project supervisor shall inform the Assessor within two (2) days.

5.06.8. The Contractor shall notify the Assessor in writing of any properties discovered not to be on the current year's tax list in order that they may be picked up as added or omitted assessments on their respective tax rolls. Notification shall be made within fourteen (14) days of discovery.

5.06.9. The Contractor's project manager shall be responsible for the quality and quantity of all field work performed by the Contractor. She shall review the raw data collected by the field people to insure the accuracy of the data reported and the diagram and measurements recorded before the card is key punched.

5.06.10. The Contractor shall provide a written, weekly schedule of field work to the Assessor, including the name of the field inspector, the vehicle type and license number of said vehicle, the neighborhood to be inspected, and the number of days the field inspector is expected to be in said neighborhood.

5.06.11. With regard to real property being constructed or altered, the Contractor shall determine the percentage of completion and the appraised value of such property as of October 1.

5.07. Required Communication with Assessor and Progress Reports. The Contractor shall perform its work in accordance with the plan and time frames approved by the Assessor. The Contractor shall provide written monthly progress reports to the Assessor for her review. The Assessor shall forward the reports to the Ocean County Board of Taxation. The Contractor shall also provide the Assessor with weekly verbal communication and the Assessor shall be provided with access to the working CAMA file in order to conduct an ongoing review of overall project and to be able to run necessary reports to ensure satisfaction.

5.07.1. Each progress report shall indicate the status or work progress which shall serve as a basis for proportional payments by the Borough. In no event shall more than 90 percent (90.00%) of the total Agreement price be billed until full completion and performance of the Agreement, except any requirements for defense of tax appeals.

5.07.2. If the character or progress of the work is not satisfactory to the Ocean County Board of Taxation after two (2) consecutive months, the Ocean County Board of Taxation shall also notify the Director of the Division of Taxation in writing of such lack of satisfactory progress as soon as possible.

5.08. Personnel Changes. Any change in personnel by the Contractor shall be submitted in writing to the Assessor and Ocean County Board of Taxation.

5.09. Press, Meetings, Notices, and Mailings. The Contractor shall conduct and assist the Borough in an ongoing program of taxpayer orientation and education regarding the revaluation program as elected by the Borough, which shall include, but not be limited to the following. The nature, type, content, and timing of the following shall be in the Borough's sole discretion.

- (i) Press releases describing the purpose and nature of the revaluation project and other reasonable media appearances, as may be required by the Municipality (*e.g.*, cable television, interviews by local newspapers) describing the purpose and nature of the revaluation program. The timing of these releases should be approved by the Borough and the Assessor.
- (ii) Informational mailings approved by the Assessor, at the Contractor'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. Said letter shall be mailed by the Contractor two (2) weeks prior to the commencement of field work. The Assessor and Borough shall determine the content of the letter in conjunction with the Contractor. The Borough shall supply the Contractor with the most recent and approved tax list.
- (iii) The Assessor or Borough shall arrange speaking appearances at Commissioners' meetings and/or at meetings of homeowners and business groups, as determined necessary, and the Contractor 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 Borough where possible and deemed appropriate by the Assessor. The Contractor must be available to assist the Borough in a minimum of three (3) public information meetings during the course of the project. Additional meetings may be required at the discretion of the Borough and the Assessor.
- (iv) Additional Appearances at a reasonable number of meetings with public groups in the community, as determined by the Borough and Assessor.
- (v) The public relations function should be ongoing during the terms of the revaluation.

5.10. Additional Requirements. During the progress of this project, the Contractor and its employees will endeavor to promote understanding and amicable relations with taxpayers and the general public. The Contractor 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 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 Borough.

5.11. Conduct. The employees of the Borough and the Contractor 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 Assessor to request that the employee be removed from work on this project.

5.12. Maps, Manuals, and Computer Documents. Following the formulation of land valuations, the Contactor shall create and submit the following to the Assessor for her approval and review. The Contractor shall make any and all revisions to the following as reasonably required by the Assessor to ensure the proper format, as well as the accuracy of each.

- (i) A land value map that illustrates all unit values and underlying data used to derive unit values, including, but not limited to, neighborhood units, lands values used within each neighborhood for vacant land, residential land, farm home sites, farm acreage, buildable lots, and commercial, industrial, and apartment lots, where applicable. 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. 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 been sold between three (3) years and the completion date of this Agreement as an arms-length transaction, the date of the sale, and the sale price. A comparable sales booklet as described herein shall also be part of this analysis.
- (ii) A neighborhood map that will illustrates all neighborhoods and/or value control sectors in the municipality.
- (iii) A computer-assisted mass appraisal package for purposes of revaluation maintenance that shall be compatible with the software and programs used . The Ocean County Board of Taxation provides BRT MOD and CAMA to all municipalities, and, therefore, it is mandatory that the Contractor use the same MOD IV/CAMA system.
- (iv) A land value manual at the end of the revaluation that sets forth all of the land values, the underlying data, and all adjustments for lots sizes above and below the zoning requirements.
- (v) The Contractor shall confirm or demonstrate before the awarding of the contract that its CAMA program can be converted to BRT with 100% satisfaction that there will be no discrepancies. The cost of any such required conversation shall be the responsibility of the Contractor.

5.13. Appeals and Expert Witnesses. Included within the consideration set forth in Paragraph 3, the Contractor shall provide qualified expert witnesses in the defense of all valuations rendered to the Borough. Such assistance shall include an expert who can be qualified as an expert witness before a tribunal wherein the appraisal is being challenged from the Contractor who is knowledgeable with regard to the challenged assessments and who shall be approved by the Assessor and the Borough's Attorney. The expert shall appear with the Assessor, the Borough's Attorney, and/or other authorized Borough Officials at all hearings, settlement conferences, and other legal proceedings, if requested, and defend the Contractor's appraised value of properties when the assessments on such properties may be appealed to the Ocean County Board of Taxation, the New Jersey State Tax Court, or the upper Courts when such appeal is made for the two (2) years following the year the Revaluation is implemented. The expert shall be licensed by the State of New Jersey in good standing to give opinions of value for such properties that are under appeal.

In addition, the Firm shall furnish the same service at the County level for the two (2) years following the year the Revaluation is implemented.

5.13.1. In cases where the decision of the Ocean County Board of Taxation shall be further appealed to the Tax Court of the State of New Jersey, either by the appellant or by the Borough, the Contractor shall provide the project manager as an expert witness for the Borough, if requested at the agreed upon hourly rate and said rate shall remain in effect during the term of this contract and the conclusion of all tax appeals for the two (2) years following the year the Revaluation is implemented.

5.14. Correction of Errors. The Contractor shall be responsible for correcting any and all errors in the Revaluation which have been identified by the Assessor during the duration of this Agreement and for a period of two (2) years following the year the Revaluation is implemented. The Contractor shall be responsible for the cost of services rendered to correct such errors including but not limited to legal fees and filing fees.

6. TAXPAYER REVIEW PROCEDURE

6.01. Written Notices. The Contractor shall issue at least two (2) mailings to property owners: (i) the initial letter advising of the project required by Paragraph 5.07, setting forth the name and contact information of Contractor, and a request to set property inspection date; and (ii) a follow-up letter/notice of valuation with information indicating the appraised value of each property. The aforesaid notices shall be at the Contractor's expense and shall be reviewed and approved by the Assessor prior to mailing.

6.01.1. Prior to the mailing of the aforesaid notices, the Assessor shall be provided with the opportunity to review all of the assessments and the properties with an unusually high percentage of change. Any percentage change in the property valuation of thirty-percent (30.00%) and more shall be considered an unusually high percentage change.

6.01.2. The aforesaid notices shall be by first class mail and the notice shall be in a format to be approved by the Borough. The notices shall specify when and how an appointment for an informal review of the property record card, new valuation, valuation methods, and sales activity may be arranged by the property owner. Each property owner attending the informal review shall be afforded an individual meeting with a member of the Contractor qualified to discuss the data collected and the market value of each property.

6.01.3. The Contractor shall provide sufficient staff in the office on or before the day the letters of notification are mailed to the property owners to communicate with taxpayers and property owners relating to the assessments and informal review process.

6.02. Taxpayer Reviews. The Contractor shall provide each taxpayer with an opportunity to review the proposed assessment of his/her property and such reviews shall be conducted as follows.

- (i) Informal reviews shall be held at a designated location within the Borough and the Contractor shall schedule sufficient time to fully review and discuss the proposed assessment with the taxpayer.
- (ii) Taxpayers shall have a choice of a weekday, evening, or a Saturday for this review. The Assessor reserves the right to attend the hearings.
- (iii) Each taxpayer attending a review shall be afforded an individual meeting with a qualified person employed by the Contractor.

- (iv) Sufficient time shall be allowed to hear and conclude reviews, as set forth in Appendix E.
- (v) A written record of each review shall be provided to the Assessor in a format approved by the Assessor. Unless otherwise directed by the Assessor, the Contractor shall summarize each informal taxpayer review on a form that shall contain the following: (a) date of the review; (b) name of the reviewer; (c) name of the taxpayer and/or agent; (d) block and lot number of the property reviewed; (e) comments from the taxpayer; (f) any written submission from the taxpayer or appraisals reports along with the final determination made by the project manager upon final review. This written record shall be forwarded to the Assessor for review and comment before the final value is changed. Upon review and approval of the Assessor, the changes shall be delivered to the Contractor.
- (vi) Suggested revisions by the Contractor resulting from the taxpayer review shall be made with the consent of the Assessor.
- (vii) The Contractor shall inform each taxpayer in writing of the result of their assessment review within three (3) weeks of the conclusion of all reviews. The Contractor shall notify the taxpayer in writing and said notification shall be sent by first class mail.

6.03. Revisions. The Contractor shall make all necessary revisions or corrections based upon the informal review process in accordance with the deadlines in Appendix E.

7. COMPUTER ASSISTED MASS APPRAISAL SYSTEM

7.01. Approval of Compatibility. The revaluation must be conducted to be compatible with a computer-assisted mass appraisal system that will meet the approval of the Assessor, the Ocean County Board of Taxation, and the Local Property Tax Bureau, State of New Jersey. Specifically, the manner and format shall be compatible with the software and programs used by BRT.

7.02. Computer-Assisted Mass Appraisal System Definition. A Computer Assisted Mass Appraisal (“CAMA”) System means that the data compiled must be put on tapes, disks, or some appropriate manner or format. The information collected and stored on computer software and data entries, all information that is printed on the property records cards, and shall be at all times updateable and convertible to the system approved and utilized by the Borough.

7.02.1. A duplicate CAMA System file must be accessible for review at all times by the Assessor during the revaluation.

7.02.2. The Contractor shall perform all data conversion/input into the Assessor’s BRT software program. The resulting data base becomes the property of the Borough.

8. ADDITIONAL SUMMARIES AND DELIVERY OF RECORDS

8.01. Record Cards and Information. The Contractor shall provide the Assessor with completed property record cards filed in sequence by block and lot number of all taxable and exempt properties. All supporting data, documentation, and special procedures used in deriving value shall be provided to the Assessor, including all income data for Class 4 properties, capitalization rates, and the like. Final value computations shall be reviewed by the project manager and the Assessor before the final property record cards are printed. The Assessor shall have final jurisdiction as to the acceptability of the final values.

8.01.1. All of the available information shall be printed on a property record card acceptable to the Assessor.

8.01.2. Where more than one property card is required, all cards shall be assembled and properly labeled.

8.01.3. Each property record card shall identify the individual making the inspection and set forth the date when the interior inspection was made. A signature of the owner or tenant should be obtained, if possible.

8.02. Manual. The Contractor shall further provide a comprehensive, clearly written manual of the methods and data used in this revaluation and a copy of the New Jersey Manual together with the cost data investigation results and adjustments used in the valuation of residential, commercial, and industrial properties, which shall be summarized and furnished to the Assessor. The Contractor shall instruct the Assessor in the use of the manual so that she will have a thorough understanding of the appraisal process being utilized.

8.03. Personnel Availability. The Contractor shall make available qualified personnel for the purpose of giving full explanation and instruction to the Assessor and her staff with regard to all materials submitted in all phases of the final revaluation.

8.04. Additional Information. The Contractor shall provide to the Borough all land value/sales maps, property record cards and accompanying digital photographs, any short narrative appraisals, additional blank property record cards, taxpayer review forms, a magnetic tape containing the new revaluation assessment values, in a format consistent with the New Jersey Property Tax System Mod IV, shall become the Borough's new master file, and any other items appropriate. All digital photographs taken shall be downloaded onto compact disk(s) for the Borough.

8.05. Borough Property. The resulting database becomes the property of the Borough of Harvey Cedars.

9. INSURANCE AND BOND REQUIREMENTS

9.01. General Liability Insurance. Contractor shall maintain comprehensive general liability insurance covering the outside employer in the minimum coverage amount of \$1,000,000.00 for any one (1) claim and \$4,000,000.00 for any aggregate and excessive liability claim and \$250,000 property damage. In addition, the certificate of general liability insurance in the aforesaid amounts shall name Borough, its elected officials, officials, officers, employees, and agents as additional insured.

9.02. Workers' Compensation Insurance. Contractor shall maintain workers' compensation insurance coverage in accordance with the standards of this State as set forth in N.J.S.A. 34:15-1, *et seq.*, and at a minimum of \$1,000,000.00 for employer's liability.

9.03. Automobile Insurance. Automobile liability in amounts not less than \$1,000,000 combined single limit with the Borough 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.

9.04. Performance Bond. A performance surety bond in the amount of this Agreement, executed by a reputable bonding company authorized to do business in this State, 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. The bond shall be subject to reduction to

ten percent (10.00%) of this Agreement amount upon acceptance of the completed revaluation by the Assessor. Said reduced amount shall remain in effect until the Contractor has discharged all obligations respecting the defense of this Agreement.

9.05. Compliance. Copies of all bonds and policies of insurance shall be provided to the Borough prior to the commencement of any portion of this Agreement.

10. INDEMNIFICATION

10.01. Indemnification, Defense, and Hold Harmless. Contractor expressly, knowingly, and, to the fullest extent permitted by law, agrees to and shall release, indemnify, defend, and hold harmless Borough, its elected and appointed officials, officers, employees, agents, volunteers, and others working on behalf of the Borough from and against any loss, damages, claims, causes of action, liabilities, obligations, penalties, demands, and any and all other costs and expenses, including attorneys' fees and costs, threatened against, suffered, and/or incurred by the Borough, its elected and appointed officials, officers, employees, agents, volunteers, and others working on behalf of the Borough arising out of and/or in any manner relating to the permitted, contracted, and/or licensed activity engaged in by the Contractor and/or relating to the Borough, and the acts and/or omissions of the Contractor, its officers, owners, agents, employees, independent contractors, guests, volunteers, others working on behalf of the Contractor. The Contractor shall be responsible and liable for the payment of any and all of the foregoing attorney's fees and costs, to attorneys of the Borough's selection, for any investigation and review, pre-litigation, litigation, post-judgment litigation, and any and all appeals arising out of and/or relating to this Agreement.

10.02. Indemnification and Insurance. The existence of any available and/or applicable insurance shall not waive or release Contractor from the Contractor's obligations set forth in this Agreement.

10.03. Interpretation. The indemnification provisions in the specifications and this Agreement shall be read cumulatively to provide the most coverage in favor of the Borough.

11. UNSATISFACTORY WORK AND TERMINATION

11.01. Termination. 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.

12. MISCELLANEOUS

12.01. Bid Specifications. All terms of this Agreement shall comply and be in accordance with Borough's bid specifications attached as Exhibit A, which is expressly adopted and incorporated herein by reference, except where there is any conflict the terms of this Agreement shall control.

12.02. Resolution. All terms of this Agreement shall comply and be in accordance with Borough's Resolution authorizing the award of this Agreement to the Contractor, and which is expressly adopted and incorporated herein by reference.

12.03. Assignment. This Agreement and all rights, duties, and obligations contained herein may not and shall not be assigned by the Contractor.

12.04. Amendment by Operation of Law. Any provision of this Agreement which is affected by any changes in federal or state law or administrative regulations will necessarily and accordingly be

modified automatically and such changes shall be deemed incorporated herein by reference as if set forth fully herein, without any action by the parties required, so as to render this Agreement consistent with such changes in federal or state law or administrative regulations.

12.05. Termination. The Borough reserves the right to terminate this Agreement on the basis of public complaints and/or its own investigation and observations regarding and relating to the Contractor's conduct and any negative effect upon the public health, welfare, and safety. In the event that the Borough elects to terminate this Agreement on the foregoing basis, the Contractor shall immediately cease all services and conduct relating to this Agreement upon receipt of the Borough's written notice. In addition to the foregoing, this Agreement may only be terminated by the parties for cause. In the event that Borough or the Contractor elects to terminate this Lease for cause, written notice shall be provided setting forth the provisions of this Agreement deemed to be violated. Said notice shall be effective ten (10) days following receipt of same.

12.06. Additional Bases for the Contractor's Default. This Agreement shall terminate, without notice, (i) upon the institution by or against the Contractor of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of the Contractor's debts, (ii) upon the Contractor making an assignment for the benefit of creditors, or (iii) upon the Contractor's dissolution or ceasing to do business.

12.07. Remedies Upon Default and Termination. In the event of the Contractor's breach of this Agreement, the termination of this Agreement, and/or any additional bases for the Contractor's default, the Borough reserves all rights at equity and law set forth in this Agreement, all rights relating to liquidated damages, and all rights to enforce the performance bond set forth in Paragraph 9.04. The Borough's rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by the Borough shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by Law.

12.08. Liquidated Damages. The Contractor acknowledges and expressly agrees that in the event Contractor fails to timely and/or properly complete the project in accordance with the conditions of the project that the Contractor shall pay the Borough \$500.00 for each day the Contractor is in breach as liquidated damages, beginning on the date of the Contractor's breach and continuing each day thereafter. The Contractor further acknowledges and agrees that the actual losses arising from the Contractor's breach are inherently difficult to quantify given the nature of the project, the foregoing agreed-upon sum does not constitute an unenforceable penalty, the foregoing sum is a reasonable measure of damages, the sum is reasonable based upon the Contractor's experience in the industry, and the sum is reasonable given the nature of the losses that may result from any delay to the project. The liquidated damages provisions shall not apply in the event of any delay to the project caused by the Borough.

12.09. Severability. If any term of this Agreement or the application thereof to any extent be held invalid or unenforceable, the remainder of this Lease, or the application of such term to the parties or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12.10. Governing Law. The parties acknowledge that this Agreement was prepared under the laws of the State of New Jersey, and, therefore, that this Lease shall be interpreted under the laws of the State of New Jersey.

12.11. Confidentiality. Disclosure of appraisal information to any individual, company, or corporation, other than the Assessor, the Borough, or their authorized representatives is expressly prohibited, and if done before conclusion of this project will be considered a violation of the Agreement. It is understood that this does not refer to information released as required by law.

12.12. Alternate Dispute Resolution and Venue. In the event that any dispute arises between the parties that the parties cannot themselves resolve in a reasonable period of time, such reasonable period being defined as a period which will not unduly interrupt or delay the work being performed by Contractor, the dispute shall be submitted to binding arbitration to be conducted by JAMS and shall be governed by the JAMS Comprehensive Arbitration Rules & Procedures and the laws of the State of New Jersey. Each party shall pay one-half of the JAMS costs. The alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation or award process, bid withdrawal, or to the formation of contracts or subcontracts to be entered into pursuant to N.J.S.A. 40A:11-1, *et seq.* Nothing set forth herein shall prevent any party from seeking injunctive or declaratory relief in the Superior Court of New Jersey in Ocean County at any time. Each party shall bear its own attorney's fees and costs arising out of any such dispute and/or litigation arising out and/or relating to the terms of this Agreement.

12.13. Counterparts. This Agreement may be executed in counterparts, and multiple copies of this Agreement may be executed, each of which, however, shall be one and the same document. Facsimile signatures shall be binding to the same effect as originals and the parties agree to be bound thereby and to waive any argument that such facsimile signatures are invalid.

12.14. Binding Effect. The terms of this Agreement shall inure to the benefit of, and shall be binding upon, the parties' successors.

12.15. Amendments. This Agreement may not be amended, altered, or modified in any manner except in writing signed by the parties.

12.16. Construction. The Contractor acknowledge that it voluntarily elected to bid on this project with the full knowledge of the terms and conditions of this Agreement, and, therefore, waive the defense of *contra proferentem*, *i.e.*, that this Agreement or any part thereof may be ambiguous and therefore construed against any party as the drafter thereof.

12.17. Entire Agreement. This Agreement, the bid specifications, and Resolution comprise the entire agreement and understanding between the parties and it is acknowledged that there is and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and agree that they have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement. The parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a party's reliance on such representation, assertion, guarantee, warranty, collateral contract, or other assurance.

12.18. Waivers. Any failure or delay in the enforcement of any of the provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.

12.19. Election of Remedies. Neither the exercise of nor the failure to exercise a right or to give notice of a claim under this Agreement shall constitute an election of remedies or limit any party in any manner in the enforcement of any other remedies that may be available to such party, whether at law or in equity.

12.20. Authorization. The parties represent and warrant that they possess the authority to enter into and be bound by the terms of this Agreement.

12.21. Notices. Any notice, request, instruction, approval, consent, or other communication to be provided hereunder by parties shall be deemed validly given, made, or served if in writing and delivered personally (as of such delivery) or sent by certified mail (as of three days after deposit in a United States Post Office), postage prepaid, or by facsimile or email followed by telephone confirmation, or overnight courier service charges prepaid (as of the date of confirmation of receipt), and shall be given to either party

at its respective addresses set forth below, or to such individual or address as a party hereto may designate for itself by notice given as herein provided. Proof of service shall be on the sender.

Borough

Contractor

Municipal Clerk
Borough of Harvey Cedars
7606 Long Beach Boulevard
Harvey Cedars, New Jersey 08008
Facsimile: (609) 494-2335
Email: clisiewski@harveycedars.org

Borough

Tax Assessor
Borough of Harvey Cedars
7606 Long Beach Boulevard
Harvey Cedars, New Jersey 08008
Facsimile: (609) 494-2335
Email: chackett@harveycedars.org

12.22. Headings. The headings preceding the text of sections of this Agreement are for convenience only and shall not be deemed part of this Agreement.

12.23. Appendixes. The attached appendixes are incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have hereunto set their hand the day and year first written above.

WITNESS

BOROUGH OF HARVEY CEDARS

CHRISTINE LISIEWSKI
Municipal Clerk, Borough of Harvey Cedars

JOHN IMPERIALE
Mayor, Borough of Harvey Cedars

WITNESS

CONTRACTOR

APPENDIX A

**BOROUGH OF HARVEY CEDARS
PROPERTY CLASSIFICATION SUMMARY
As of January 10, 2024**

Class	Property Classification	Number of Line Items
1	Vacant Land	43
2	Residential	1182
3A	Farm Regular	0
3B	Farm Qualified	0
4A	Commercial	26
4B	Industrial	0
4C	Apartment	0
15A	Exempt Public School	0
15B	Exempt Other School	0
15C	Exempt Public Property	57
15D	Exempt Charitable	5
15E	Exempt Cemeteries	0
15F	Exempt Miscellaneous	3
6A	Public Utility	1
TOTAL		1,317

NOTE: The price shall be based upon the above line item count, consolidation of any items required by the Assessor will not be used to adjust said price after the execution of this agreement.

APPENDIX C

(TO BE SUBMITTED ONLY UPON AWARD OF CONTRACT)

BOROUGH OF HARVEY CEDARS

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 HARVEY CEDARS

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 EXEMPT PROPERTIES				
3. ANALYSIS & VALUATION A. RESIDENTIAL B. VACANT LAND/ COMMERCIAL EXEMPT PROPERTIES				
4. FIELD REVIEW A. RESIDENTIAL B. VACANT LAND/ COMMERCIAL EXEMPT 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 HARVEY CEDARS

SCHEDULE OF COMPLETION OF THE REVALUATION PROJECT

ASSESSMENT FUNCTION

DUE DATE

Assessing Date	October 1, 2025 (or 2026)
Revaluation Completion	November 1, 2025 (or 2026)
Revaluation Assessment Notice Mailed	Not Prior to November 14, 2025 (or 2026)
Preliminary Assessments advertised for viewing	December 31, 2025 (or 2026)
Taxpayer Review Hearings Completed	December 31, 2025 (or 2026)
Postcards Mailed (includes all hearing revisions)	January 31, 2026 (or 2027)

COMPANY _____

SIGNATURE _____

PRINT NAME _____

TITLE _____

DATE _____