

BOROUGH OF STOCKTON
County of Hunterdon
State of New Jersey

REVALUATION OF ALL REAL PROPERTY
FOR ASSESSMENT PURPOSES IN THE
BOROUGH OF STOCKTON

PROPOSALS DUE:

Time: 11:00 A.M.

Date: Wednesday, April 27, 2022

Place: Borough of Stockton Clerk's Office
Borough Hall
2 S. Main Street (PO Box M)
Stockton, New Jersey 08559

BOROUGH OF STOCKTON
PO BOX M, 2 SOUTH MAIN STREET
STOCKTON, NEW JERSEY 08559

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Borough of Stockton in the County of Hunterdon, State of New Jersey on April 27, 2022 at 11:00 a.m. prevailing time, and at that time and place publicly opened and read for the following:

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

Bids shall be submitted on the form(s) provided, completed in accordance with the specifications contained in the Instructions to Bidders and other bidding documents, and include the following: Bid Proposal Form, with Acknowledgment of Addenda; Non-Collusion Affidavit; Bid Bond; Bidder's Ownership Disclosure Statement as required by section 1 of P.L.1977, c.33 (N.J.S.A. 52:25-24.2). Bidders are also required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-2.1 et seq., concerning affirmative action and equal employment.

Each proposal must be accompanied by a guarantee in the form of a certified check, cashier's check or bid bond for not less than 10% of the amount of the bid, but not to exceed \$20,000.00, payable to the Borough of Stockton and a Consent of Surety from a surety company stating that it will be bound to furnish performance and payment bonds as required in the Instruction to Bidders. No bids may be withdrawn for a period of sixty (60) days after the date and time set for the opening of bids.

Sealed bids will be submitted to the Borough Administrator/Clerk in person by appointment, by mail or by messenger prior to the bid opening. The Borough assumes no responsibility for loss or non-delivery of any bids sent or delivered prior to the bid opening.

After March 24, 2022, copies of bid documents will be available at Stockton Borough Hall, 2 South Main Street, Stockton, NJ, by appointment by calling 609-397-0070 or via email at stocktonclerk@aol.com. Bid documents may also be downloaded at stocktonboronj.us.

The Borough intends to award this contract to the lowest responsible bidder whose bid is responsive and complies with the Borough's requirements for same. The Borough reserves the right to abandon and cancel this proposed project prior to the opening of bids. The Borough also reserves the right to reject bids in a manner consistent with New Jersey law; and to waive immaterial defects or informalities in any bid, where it is deemed to be in the interest of the Borough to do so, also in accordance with law. The Borough reserves the right to award this contract based on funds available.

Michele D. Hovan
Borough Administrator/Clerk

INSTRUCTIONS FOR PROPOSAL SUBMISSION AND AWARD OF CONTRACT

A. SUBMISSIONS

1. Completion of Submissions

a. The proposal shall be submitted with the following:

- (1) Required Document Checklist;
- (2) Proposal Form;
- (3) Acknowledgment of Addenda;
- (4) Non-Collusion Affidavit;
- (5) A proposal bond of a type acceptable to the Borough issued by a surety licensed in the State of New Jersey, and listed in U.S. Department of the Treasury Circular 570, or a certified or cashier's check payable to the Borough, such bond or check to be in the amount of ten (10%) of the contract amount, but not to exceed \$20,000;
- (6) In accordance with Section 12 of the General Conditions – Terms of Agreement, a Consent of Surety of a type acceptable to the Borough (see Required Forms included herewith) issued by a Surety licensed in the State of New Jersey and listed in U.S. Department of the Treasury Circular 570, stating that it will provide the Firm with the required performance bond. Consent of Surety is required even if a check is submitted in lieu of a bid bond.
- (7) A disclosure statement executed in the form included herein, pursuant to N.J.S.A. 52:25-24.2 (Chapter 33 of the Public Laws of 1977) (includes all forms of ownership);
- (8) A copy of current business registration certificate issued by the New Jersey Department of the Treasury pursuant to section 1 of P.L. 2001, c.134, as amended by P.L. 2004, c.57 and P.L. 2009, c. 315 (N.J.S.A. 52:32-44) for Firm;
- (9) A certification on the form included herein, regarding investment activities in Iran and pursuant to P.L. 2012, c.25; and
- (10) The firm's qualifications and other information required to be submitted as part of the proposal by the RFP which shall include, but not be limited, to:
 - (a) Sample form of Progress Report to be used.

- (b) Sample form of Payment Schedule and/or Monthly Billing Summary.
 - (c) Sample of Property Record Cards to be used.
 - (d) Sample of any other supportive material to be used.
 - (e) Resumes and qualifications of employees who will be performing work for the Borough of Stockton during this contract.

- b. All submittals shall be originals where required. No photocopied or faxed signatures will be accepted; all documents must be notarized when so required.

- c. Documents shall be referred to the Borough Attorney for review and approval as to conformity with these instructions and with New Jersey law.

- d. Conditional proposals shall not be accepted.

- e. The firm, corporate or individual name of the Firm must be signed in the space provided for signatures on the proposal form. In the case of a corporation, the title of the officer signing must be stated, and the signature of said officer must be duly attested and the corporate seal affixed. In the case of partnership, each partner must sign, or the proposal must be accompanied by original evidence of the authority of the executing partner to act for the full partnership. A corporation not organized in the State of New Jersey must, as a condition to an award of the contract, furnish proof that it has qualified, under the laws of New Jersey, to do business in this State. In the case of a corporation, the name and address of the corporation's registered agent shall be included at the end of these Instructions.

- f. The contract price must be submitted in words and in figures. In case of a variance or should there be an error, discrepancy or inconsistency in the figures, the unit prices as stated in the proposal shall govern. The Borough reserves the right to make all corrections based upon the foregoing, and comparison of all proposals will be based thereon.

- g. Each proposal shall be submitted in a sealed envelope addressed to: **The Borough of Stockton, PO Box M, Stockton, NJ 08559**. Said envelope shall be clearly marked "Proposal for Revaluation Services--Sealed Submission Enclosed" and must be delivered at the place and time required or mailed so as to be received prior to the opening time set in the advertisement. Submissions received after the time herein named or in unsealed envelopes shall not be considered.

- h. All proposals sent prior to the opening date and time must be delivered to the Clerk's Office at the above address. No other office is authorized to accept proposals. Proposals can be hand delivered by appointment only. If using the U.S. Mail or any outside delivery and/or messenger service please note the

following: The Borough will not be responsible for deliveries made prior to or after normal business hours, or to any other office, or any submission lost in transit.

- i. Submissions forwarded to the Borough may be withdrawn prior to the stipulated time for opening upon written request of the Firm.

2. Time and Place of Proposal Openings

- a. Proposals shall be submitted and opened as follows:

Time: 11:00 A.M.

Date: Wednesday, April 27, 2022

**Place: Borough Clerk's Office
Borough Hall
2 S. Main Street
Stockton, NJ 08559**

- b. At the time fixed, bids will be publicly opened and the Borough shall read the names of Firms who submitted bids and their price proposals.

B. AWARD OF CONTRACT

1. A contract will be awarded to the lowest responsible, responsive bidder (40A:11-6.1) whose bid conforms to these specifications. The Borough reserves the right to award each item separately to the lowest responsible bidder or to make award on the total bid, to the bidder whose total sum is the low bid meeting specifications, whichever is in the best interest of the Borough. The Borough of Stockton shall preferably award a contract or reject all bids within thirty (30) days of opening of bids, but in no case more than sixty (60) days, except that bids of any bidders who consent thereto may, at the request of the respective governmental unit, be held for consideration if necessary for such longer period as may be agreed.
2. The successful Firm shall be notified by a Notice of Award sent by the Borough. Within 10 days after receipt of said Notice, the successful Firm shall execute and deliver to the Borough an executed Agreement, evidence of insurance and any other documents required in the Contract Documents. Failure to do so shall result in forfeiture of the security previously deposited with the proposal. In addition, the Borough may elect to recover from the successful Firm damages caused to it by such failure.
3. The proposal guarantee of the unsuccessful Firm, and of the successful Firm, will be returned within three days, Sundays and holidays excepted, after award of a contract and execution of the agreement by the successful Firm.

4. The Borough may waive any informality or reject any and/or all submissions, in accordance with applicable law.
5. In the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern or if between the correct sums of the extended totals and the total submission submitted, the correct sum shall govern. Amounts written in words shall govern over the amounts written in numerals.
6. The Borough Council shall award the contract or reject all submissions no more than sixty (60) days after the opening date, except that the submissions of any Firm who consents thereto may, at the request of the Borough, be held for consideration for such longer period as may be agreed.

C. REFERENCE TO LAWS AND REGULATIONS; COMPLIANCE

The attention of the Firm is especially directed to the provisions of Federal, State, County and local government statutes and regulations that may apply to the services. It is the Firm's sole responsibility to ensure its compliance with any such laws and regulations.

D. CONTRACT COMPLIANCE WITH AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT GOAL COMPLIANCE; ADA

Firms shall be required to comply with N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127) and N.J.A.C. 17:27-1.1 et seq., concerning affirmative action, and any amendment thereto, and shall also comply with the requirements contained in the Mandatory Equal Employment Opportunity Language annexed as Exhibit A to the RFP. All Firms shall also be required to comply with the requirements of the Americans With Disabilities Act, 42 U.S.C. §12101 et seq. and with all applicable federal and state occupational safety and health legislation and regulations.

E. CERTIFICATION OF BUSINESS REGISTRATION WITH DEPARTMENT OF TREASURY; SALES AND USE TAX

P.L. 2004, c.57, as amended by P.L. 2009, c.315 (N.J.S.A. 52:32-44) requires the successful E. CERTIFICATION OF BUSINESS REGISTRATION WITH DEPARTMENT OF TREASURY; SALES AND USE TAX

P.L. 2004, c.57, as amended by P.L. 2009, c.315 (N.J.S.A. 52:32-44) requires the successful Firm to provide the Borough with the business registration of the successful Firm, along with those of its named subcontractors, issued by the New Jersey Division of Revenue prior to the time a contract is awarded.

In addition, N.J.S.A. 52:32-44, as amended by P.L. 2009, c.315, imposes the following requirements:

1. No contract with a subcontractor shall be entered into by any contractor under any contract with the Borough unless the subcontractor first provides the successful Firm with proof of a valid business registration.
2. The Borough will retain the proof of business registration in the file where documents relating to the Agreement are maintained.
3. The successful Firm shall maintain and submit to the Borough a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for construction of a construction project under the Agreement.
4. For the term of the contract, the successful Firm and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
5. In the event the successful Firm subcontracts any of its work, said Firm shall include within its subcontracts the requirement that, for the term of this contract, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the Sales and Use Tax Act (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

F. QUESTIONS AND INTERPRETATION OF DOCUMENTS

All questions about the meaning or intent of the bid specifications or the terms and conditions of the Contract Documents shall be submitted in writing to the Borough Administrator/Clerk. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda mailed or delivered to all parties recorded as having received the bid package. Only questions answered by written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

G. INVESTIGATIONS

The Borough reserves the right to make such investigations as it deems necessary to determine the ability of a Firm to perform the work, and a 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 a proposal if the evidence submitted by or 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. All Firms must be duly and legally incorporated, organized or otherwise established and be in good standing to do business in the State of New Jersey.

H. CONTRACT DOCUMENTS

The “Contract Documents” as those terms are used in this RFP and the Agreement, and all accompanying forms, etc., shall consist of the Notice to Revaluation Firms, the Firm’s proposal submission, the Proposal Form and all other proposal documents, the RFP documentation, and such affidavits or certifications as may be required in the specifications, along with all Addenda issued prior to execution of a contract, and the contract (also referred to as “Agreement”) itself.

I. TERMS OF AGREEMENT

The terms of the contract between the Borough and the successful Firm shall be in substantially the form of Agreement that is included in the specifications. In accordance with the requirements of the Local Public Contracts Law, neither the Agreement nor the Firm’s proposal may be negotiated.

J. POLITICAL CONTRIBUTIONS

The successful Firm is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c.271, §3) if the successful Firm receives contracts in excess of \$50,0000 from public entities in a calendar year. It is the successful Firm’s responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us.

PLEASE READ BEFORE PREPARING BID

BOROUGH OF STOCKTON REVALUATION OF ALL REAL PROPERTY FOR ASSESSMENT PURPOSES IN THE BOROUGH OF STOCKTON

GENERAL SPECIFICATIONS

Sealed bids shall be received in accordance with the Local Public Contracts Law and legal notice as required by law, a copy of which is attached hereto and made part of these specifications. All documents included in the Notice, Instructions, General Conditions, Detailed Specifications, Appendix and Addenda shall form an integral part of the bid and shall constitute Contract Documents upon award of the contract.

METHOD OF SUBMITTING BIDS

The Borough of Stockton will not assume responsibility for bids forwarded by mail. It is the bidder's responsibility to see that bids are presented to the Borough Administrator/Clerk, or representative, Stockton Borough Hall, 2 South Main Street, Stockton, NJ 08559 on or before 11 a.m., Wednesday, April 27, 2022. Bidders are encouraged to call 609-397-0070 or email stocktonclerk@aol.com to arrange acceptance of the bid package.

PROPOSAL FORM

Each proposal must be submitted on the proposal form attached in a sealed envelope bearing the name and address of the bidder and marked: "Sealed Bid for REVALUATION OF ALL REAL PROPERTY FOR ASSESSMENT PURPOSES IN THE BOROUGH OF STOCKTON." The Borough of Stockton will not be responsible for proper handling of envelope if incorrectly marked. All bid proposals must be signed in ink or ballpoint by an authorized officer, with the firm name and address included. Any proposals, which are incomplete, conditional or obscure or which contain conditions, not-called-for erasures, alterations or irregularities of any kind shall be rejected at the option of the Borough. The following are samples of conditions constituting a major deviation from statutory requirements and are cause for rejection of bids: no signature on bid document, bid not received by time and date specified, bids submitted in pencil, failure to provide proper bid security when required, failure to initial price alterations on bidder's proposal, failure to provide Public Disclosure information. No proposal shall be withdrawn or modified for any reason whatsoever.

An original bid package with original signatures must be submitted. All documents must be notarized where required. Documents may be referred to the Borough Attorney or other professionals for review and approval as to conformity with these instructions and the applicable laws.

The firm, corporate or individual name of the bidder must be signed in the space provided for signatures on the bid form. In the case of a corporation, the title of the officer signing must be stated, and the signature of said officer must be duly attested and the corporate seal affixed. In the case of a partnership, each partner must sign or the bid must be accompanied by original evidence of the authority of the bidding partner to act for the full partnership. A corporation not organized in the State of New Jersey must, as a condition to an award of the contract, furnish proof that it is qualified, under the laws of New Jersey, to do business in this State.

Prices must be submitted in figures. Furthermore, should there be an error, discrepancy or inconsistency in the figures, the unit prices as stated in the bid shall govern. The Borough reserves the right to make all corrections based upon the foregoing, and comparison of all bid based thereon.

Any bid may be withdrawn on written request from a bidder prior to the time fixed for the bid opening. No right to withdraw a bid shall exist after the time specified for opening of bid has arrived, unless otherwise provided by law. The bidder shall sign the written request to withdraw the bid.

PROPOSAL GUARANTEE (BID SECURITY)

A guarantee in the form of a certified check, cashier's check, or bid bond in the amount of ten percent (10%) of the total bid, but not in excess of \$20,000.00, made payable to the Borough of Stockton must accompany the proposal as a guarantee that the bidder, if awarded the contract, will execute the contract within ten (10) days after notification of the award and will furnish any performance bond or other security, if required. This guarantee may be forfeited and retained by the Borough of Stockton if the contractor whose bid was accepted fails to execute the required contract within ten (10) days after notification.

RETURN OF BID SECURITY

All bid securities except the security of the three apparent lowest responsible bidders shall be returned within ten (10) days after the opening of the bids, Sundays and holidays excepted. Within three (3) days after signing the contract and approval of the bidder's performance bond, if applicable, the bid security of remaining bidders shall be returned to them.

CONSENT OF SURETY, PERFORMANCE BOND

In the event a Performance Bond is required (see detailed specifications), the bidder shall be required to submit with his/her proposal a certificate (Consent of Surety) from a surety company authorized to do business in the State of New Jersey, stating it will provide the contractor, if awarded the contract, with a bond in the sum up to one hundred

percent (100%) of the contract for the faithful performance of all provisions of the specifications. Said bond may be subject to a reduction to ten percent (10%) of the contract price upon acceptance by the Assessor and Governing Body of the completed revaluation. The reduced amount shall remain in effect for the period necessary to cover all defense requirements set forth in these specifications.

METHOD OF AWARDING CONTRACTS

Contract shall be awarded to the lowest responsible, responsive bidder (40A:11-6.1) whose bid conforms to these specifications. The Borough reserves the right to award each item separately to the lowest responsible bidder or to make award on the total bid, to the bidder whose total sum is the low bid meeting specifications, whichever is in the best interest of the Borough. The Borough of Stockton shall preferably award a contract or reject all bids within thirty (30) days of opening of bids, but in no case more than sixty (60) days, except that bids of any bidders who consent thereto may, at the request of the respective governmental unit, be held for consideration if necessary for such longer period as may be agreed.

The Borough shall notify the successful bidder by sending a Notice of Award. Within ten (10) days after receipt of said Notice, the successful bidder shall execute and deliver to the Borough the Agreement, a Performance Bond, evidence of insurance and any other documents required in these specifications. Failure to do so shall result in forfeiture of the security previously deposited with the bid. In addition, the Borough may elect to recover from the successful bidder damages caused to it by such failure.

The Borough reserves the right to reject any and all bids, in whole or in part, and to waive any immaterial defect or informality in any bid in accordance with the New Jersey Local Public Contracts Law, if in the Borough's discretion it is in the public interest to do so.

CONTRACT DURATION

Work shall commence within thirty (30) days upon receipt of an acceptable performance bond, approval by Hunterdon County Board of Taxation, the Director of the Division of Taxation of New Jersey, and approved funding. The work shall be completed on or before November 1, 2022 exclusive of taxpayer reviews. All taxpayer reviews are to be concluded by December 15, 2022 and revisions completed so that the Borough Tax Assessor's book can be certified by January 10, 2023.

CONTRACT PAYMENT

Payment will be made upon satisfactory completion of the terms of the contract and approval of the properly executed voucher, submitted by the contractor in accordance with the requirements of the Borough. Each voucher submitted is subject to the Assessor's approval. The Borough shall not be responsible for interest on any payment delayed for any reason.

DELIVERY

Bidder shall specify in his/her proposal the completion or delivery date. Time of completion or delivery may be considered in the award of the contract.

The contractor shall provide the Assessor with completed property record cards filed in sequence by block, lot and qualifier numbers for all taxable and exempt properties. The property record cards and all other related information shall be delivered to the Office of the Assessor. The contractor shall make available qualified personnel for the purposes of giving full explanation and instructions to the Assessor and his staff with regard to all materials submitted in all phases of the revaluation. A file containing the new values must be provided by the contractor to the Assessor in a format and medium consistent with the current New Jersey Property Tax regulations.

INSURANCE

The Borough will require the successful bidder to provide evidence that he/she have adequate insurance coverage: workers compensation, public liability and property damage insurance, automobile liability and property damage insurance. All such insurance policies shall name the Borough of Stockton as an additional insured, and certificates of insurance demonstrating the same shall be provided to the Borough Administrator/Clerk. All such insurance policies shall provide that the Borough shall be given sixty (60) days prior written notice of any changes that affect its interest in the policies, including, but not limited to changes in coverage limits or cancellation of coverage.

INDEMNITY

The bidder, if awarded the contract, agrees to indemnify, defend and hold harmless the Borough of Stockton and its consultants, officers, employees and agents from suits or actions of every nature and description brought against it, for, or on account of any injuries or damages received or sustained by any party or parties by, or from any of the acts of the contractor, his/her servants or agents. In other words, if awarded the contract, the bidder agrees to protect, defend and save harmless the Borough from any lawsuit, litigation, demand or claims arising out of or related to the contract.

NON-COLLUSION AFFIDAVIT

Complete and include with the Bidder's Proposal.

PUBLIC DISCLOSURE

In accordance with Chapter 33, Public Laws of 1977, the Public Disclosure Statement must be completed and submitted prior to, or along with, the Bidder's Proposal. Failure to supply this information before or with Bidder's Proposal shall be automatic cause to reject the bid.

AFFIRMATIVE ACTION

In accordance with Chapter 127, Public Laws of 1975 (N.J.A.C. 17:27), bidder shall familiarize himself/herself, execute, and carry out requirements therein. Affirmative Action Certificate along with Questionnaire to be completed, and submitted with Bidder's Proposal.

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

P.L. 2004, c.57, as amended by P.L. 2009, c.315 (N.J.S.A. 52:32-44) requires the successful bidder to provide the Borough with the business registration of the successful bidder and that of any named subcontractor prior to the time a contract is awarded. Registration is free and is a one-time action. Online registration is encouraged at www.nj.gov/treasury/revenue/taxreg.htm or you may write to the NJ Division of Revenue at P. O. Box 252, Trenton, NJ 08646-0252.

POLITICAL CONTRIBUTIONS - Annual Disclosure Responsibilities

The Contractor is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271, § 3) if the Contractor received contracts in excess of \$50,000 from public entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at www.elec.state.nj.us.

INSPECTION BY BIDDERS

Bidders shall make all necessary investigations in order to become thoroughly informed as to the character and the magnitude of all work involved in the complete execution of the contract. Failure to become familiar with the scope of the work to be performed prior to bidding shall not absolve the bidder from any of the responsibility stated or implied in these specifications, and

the submittal of a bid by the bidder shall be interpreted to indicate an acceptance by the bidder of all conditions and requirements relating to the acceptance of the bid.

STANDARDS OF QUALITY

The contractor warrants that the personnel he/she assigns to perform the services required pursuant to this contract are qualified and that said personnel will devote the time and professional ability as is necessary to most effectively perform the services in accordance with the standard of practice in the professional community. Work or items submitted may be rejected if they do not comply with specifications or if they for any reason bear evidence of poor workmanship and/or quality.

LIQUIDATED DAMAGES

If the contractor fails to deliver the product/services as scheduled, the sum of \$150.00 per day, plus actual costs and expenses, shall be paid to the Borough as necessary for each and every calendar day thereafter until such delivery is made, which sum is hereby agreed upon and not as a penalty, but as liquidated damages that the Borough will suffer as a result of said contractor's failure to perform.

RESERVATIONS

The Borough of Stockton reserves the right to reject any and all bids that substantially or materially deviate from specifications included herein and to waive minor irregularities or formalities pursuant to this request for bids. The municipality reserves the right to reject any or all bids when deemed to be in its best interest within statutory provisions. Should any difference arise between contracting parties as to meaning or intent of the specifications, the Administrator's decision is to be final and conclusive. The contractor shall make no claim for additional payment or other concession because of any misinterpretation or misunderstanding on the contract documents or because of any failure to fully acquaint himself/herself with any condition of provision of the contract documents.

In case of default by the contractor, the Borough may procure articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

It is to be understood by the bidder that this bid is submitted on the basis of specifications prepared by Stockton Borough and the fact that any bidder is not familiar with these specifications or conditions will not be accepted as an excuse. If clarification is needed, please contact the Borough Administrator/Clerk in writing. Once the bid has been submitted, the contractor declares and accepts all the terms and conditions contained therein.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27 *et seq.*

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the Firm (“contractor”) agrees as follows:

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

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or

expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

- Letter of Federal Affirmative Action Plan Approval;
- Certificate of Employee Information Report; or
- Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 *et seq.*

Signature

Date

Print Name and Company

**AMERICANS WITH DISABILITIES ACT
MANDATORY LANGUAGE**

Equal Opportunity for Individuals with Disabilities

The Firm (also "CONTRACTOR") and the Borough (also "OWNER") do hereby agree that the provisions of Title II of the American with Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 et. Seq.) which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made 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 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 OWNERS grievance procedure, the CONTRACTOR agrees to abide by any decision the OWNER, who 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 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, 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 the Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTORS obligation 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 this Agreement or otherwise at law.

GENERAL REQUIREMENTS - TERMS OF AGREEMENT

FORM OF AGREEMENT FOR PROPERTY REVALUATION SERVICES

THIS AGREEMENT ("Agreement" or "contract") entered into this day of , 2022 by and between the BOROUGH OF STOCKTON, a municipal corporation of the state of New Jersey, (hereinafter referred to as "Borough" or "Borough of Stockton") and _____(hereafter referred to as "Firm").

WITNESS

WHEREAS, by Resolution No. 2022-34, the Borough Council of the Borough of Stockton authorized that the project known as "REVALUATION OF ALL REAL PROPERTY FORASSESSMENT PURPOSES IN THE BOROUGH OF STOCKTON" be competitively bid; and

WHEREAS, in accordance with the published Notice to Bidders and Bid Specifications, the Borough received ___proposal (s); and

WHEREAS, based on an evaluation of said proposal, Michelle Trivigno, Borough Tax Assessor, recommended that an award be made to the Firm; and

WHEREAS, by Resolution No. 2022-___, the Borough Council awarded an agreement for revaluation services to the Firm in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

NOW THEREFORE, IT IS AGREED by and between the Borough and the Firm as follows:

1. Program Definitions:

The Firm shall prepare and execute a complete program for revaluation of all properties within the confines of the Borough of Stockton as illustrated on the Property classification Schedule attached as Appendix A to these Contract Documents for use by the Borough Tax Assessor (also referred to hereinafter as "Assessor") in accordance with this Agreement and the associated Contract Documents, all of which are annexed hereto as "Exhibit A" and which form a part of the Agreement, to be completed on or before November 1, 2022, exclusive of taxpayer reviews. All taxpayer reviews are to be concluded by December 15, 2022 and revisions completed so that the Boroughs Tax Assessor's book can be certified by January 10, 2023.

2. Scope of Services:

The Firm shall provide services necessary to classify and appraise each parcel of real estate and each real property improvement which lies within the boundaries of the Borough of Stockton at its fair market value according to N.J.S.A. 54:4-1 et seq., the requirements of which are incorporated herein as if fully restated.

The Firm shall appraise all properties using the three approaches to value where applicable and use acceptable methods, forms, and manuals authorized by the New Jersey Division of

Taxation. The revaluation project shall be computer generated in accordance with the specifications outlined under Section 20 of this agreement and so stated elsewhere. The capitalization procedure shall be included with the property record card and reconciled with the other approaches to value.

The Firm shall prepare a separate list of tax-exempt properties indicating the full value of such property as if taxable.

Land qualified under the Farmland Assessment Act of 1964, N.J.S.A. 54:4-23.1 et seq., shall be valued in accordance with its qualified farmland value and its highest best use value.

The Firm shall take pictures of the front, rear and all outbuildings and note the following in regards to vacant land: terrain, access type, condition, view and topography.

The Firm will acquaint the Assessor and staff, if any, in the use of procedures, standards and records used for making property appraisals in order that the assessing office will be in a position to check the work as it progresses and apply the same to new or altered properties in subsequent assessments.

Work shall be required to commence within thirty (30) days of the issuance of notice to proceed which is subject to the Division of Taxation and Hunterdon County Board of Taxation's approval and funding.

The Firm shall be responsible for collecting Income and Expense information from all Class 4 Properties. Requests for income and Expense information shall be mailed no later than August 1, 2022. The request shall provide a copy of the statute, and shall be approved by the Borough Tax Assessor before mailing. The mailings shall be by certified mail. Income and Expense requests shall be over the Borough Tax Assessor's signature.

The Firm shall comply with the terms of its Proposal, a copy of which is annexed hereto as part of Exhibit A as if fully restated. Should there be any conflict between the Proposal and the Borough's Bid Documentation or Agreement, the Bid Documentation and terms of Agreement shall control.

3. Contract Contingencies:

The award/execution of this Agreement is contingent upon approval by the Director of the Division of Taxation (also referred to hereinafter as "Director") and shall not be effective until such approval is noted on the approval page provided herewith and other approvals as noted herein.

The Firm shall not have the authority to:

1. Vary, alter, amend, or change this contract, or any part thereof, without the written consent of the Assessor, the Borough of Stockton, the Director of the Division of Taxation, and the surety company; or

2. Subcontract any portion or function of this contract without receiving prior expressed written approval from the Assessor, the Borough of Stockton, the Hunterdon County Board of Taxation, the Director of the Division of Taxation, and the surety company. The Firm shall be responsible for any and all work performed by any subcontractors allowed for in this contract, if any; or
3. Assign or transfer the contract or any interest therein without written permission from the Borough, surety company, Hunterdon County Board of Taxation and the Director.

4. Conflict of Interest:

No commissioner or employee of the Hunterdon County Board of Taxation, no tax assessor of any taxing district within Hunterdon County, and no official or employee of the Borough of Stockton shall have any interest whatsoever, directly or indirectly, as an officer, stockholder, employee, or in any other capacity in the Firm.

The Firm 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 Firm.

5. Revaluation Firm Qualifications:

The Firm shall meet performance standards as set forth by the Director of the State of New Jersey, Division of Taxation, and shall supply the State with any information which may be required from time to time during the duration of this contract. The Firm shall be approved by the Division of Taxation to perform revaluations in the State of New Jersey.

6. Revaluation Firm Personnel:

The Firm's personnel (principals of the Firm and employees directly engaged in municipal revaluation programs in New Jersey) shall meet the following minimum requirements:

- A. Principals of the Firm shall have at least five (5) years of practical and extensive appraisal experience in the valuation of the four classes of real property.
- B. Supervisors of the Firm shall have at least four (4) years of practical and extensive appraisal experience in the valuation of the particular class of real property for which they are responsible. At least two (2) years of this experience must have been in mass appraisal and have occurred within the last five (5) years.
- C. All personnel determining final land values shall meet the qualifications prescribed for supervisors in direct charge of the project.

- D. Field personnel and/or data collectors shall have received at least one hundred fifty (150) hours of in-service training pertaining to their particular phase of the work and shall be generally aware of other phases of the revaluation project prior to starting actual field work.

The Firm shall submit resumes on behalf of each principal, supervisor, and field personnel assigned to this project. The Firm shall submit the names, residence addresses, education, and prior experience of each employee to the Assessor before work is started by any employee.

The Firm shall designate a qualified and responsible employee to supervise the operation of the Firm's staff for the entire project. There shall be one (1) supervisor for no more than six (6) field personnel and/or data collectors. These designated individuals shall make themselves available to the Assessor for consultation throughout the project. Any change of a designated supervisor requires approval of the Assessor. A copy of all identification cards will be supplied to the Borough.

The Firm shall supply all of its field personnel with identification letters or cards acceptable to the Borough that shall contain an up-to-date photograph of the employee. This identification tag must be worn at all times on the outside of their clothing. Personnel shall present themselves in a neat and clean manner and shall conduct themselves in a professional and courteous manner. A professional dress code will be enforced. The Firm shall instruct all field personnel to avoid any unnecessary communication with the residents while conducting inspections. Field personnel should not discuss value, appraisal methodology, etc., but should redirect all questions to the Borough Tax Assessor. Any change in personnel shall be submitted to the Borough Tax Assessor.

The Firm shall supply the Borough Tax Assessor, the Delaware Township Police Department and the NJ State Police Kingwood Station with driver's license numbers, vehicle license plate numbers, and make of vehicle or vehicles that will be used by field personnel on this project.

The Firm shall require all personnel performing work on this project to authorize a background investigation of said personnel at the Firm's expense, by submitting a release in the form attached to this contract as Appendix C. This investigation shall include a National Criminal Information Center report (NCIC), driver's license reviews, and police check, which shall be at the expense of the Firm.

Upon written notice to the Firm, the Borough Tax Assessor may request that additional personnel be assigned to any phase of this revaluation project in order to meet the schedule of any project work as attached hereto. Noncompliance with this request is considered grounds to invoke on a per diem basis for liquidation damages to be no less than \$100 per day. The liquidated damages are to be deducted from payments owed to the Firm.

Upon written notice to the Firm, the Borough Tax Assessor may request removal of any person from this project whose work is unsatisfactory or has conducted him or herself in an unprofessional manner, or upon advice and counsel of the Kingwood State Police and/or the Delaware Township Police.

Any change in personnel shall be submitted in writing to the Assessor and Hunterdon County Board of Taxation.

7. Additional Requirements:

The Firm shall submit evidence that it is an approved New Jersey revaluation firm as required by applicable administrative rules, as well as the following:

1. A list of their clients for the past five (5) years including their names, addresses, telephone number and a contact person. Three of which must be New Jersey municipalities of similar size and characteristics located in Hunterdon County or neighboring counties in the past five (5) years.
2. A statement regarding the adequacy of their financial resources.
3. The name of the Firm's representative who will be responsible for this project.
4. A statement of the portion of the work in the Borough of Stockton that will be performed by those individuals.
5. A statement of qualifications of the supervisory staff.
6. A statement of the experience in the field of municipality-wide revaluation of the individuals (other than qualified supervisory personnel), representative to be available for assignment to a revaluation program for the Borough of Stockton.
7. Samples of property record cards proposed for the various classes of properties to be appraised in the Borough of Stockton.
8. Samples of supportive material used in the appraisal of income producing property in other municipality-wide revaluation projects.
9. Samples of industrial appraisal reports.
10. Samples of public relations material.
11. List of any litigation resulting from appraisal projects the Firm has been engaged in during the past 10 years.

8. Office Space:

The Firm must provide its own office space. The Firm shall provide all the furniture, equipment, machines, and other items required in connection with this project at its own expense. This also relates to computer equipment for encoding.

The Firm shall provide adequate telephone service throughout this project so as to handle any inquiries by interested persons at the Firm's expense. Prior to mailing notices of valuation, the Firm shall have a sufficient staffed-incoming telephone lines to accept inquiries from taxpayers. The Borough of Stockton shall be authorized to deduct \$500 per day as liquidation damages from any funds due if the Firm fails to comply with this requirement.

The Assessor shall be provided with a list of telephone numbers being used by Firm personnel in order to maintain communications between all parties.

9. Submission of Work:

Periodically throughout this project, as data is collected and verified by the Firm's supervisor(s), the Firm shall enter the data into the computer system. Said computer system must be compatible with the system presently in use by the Borough (Vital Systems MOD IV and CAMA) for entering and use or must be totally converted at the Firm's expense and then submit a hard copy of the computerized data to the Assessor for his/her review. Any cost relative to this provision is at the sole expense of the Firm. Said verification of compatibility of system shall be demonstrated before the project is started and approved by the Assessor.

The Firm shall be responsible for valuation of all construction up to and including the date of taxpayer hearings. If a building is under construction or alteration at the time of the field investigation, a notation to that effect shall be placed on the computerized appraisal system in order that it can be retrieved in an expeditious manner for further review. In this case, the Firm shall determine the percentage of completion and the appraised value of said property as of October 1 of the pre-tax year.

All 2021/2022 added/omitted assessments are to be calculated and submitted into the Vital System. The Firm will assist the Borough Tax Assessor in his/her defense.

The Firm shall include real property identification material on properly labeled individual record cards in a format acceptable to and approved by the Borough Tax Assessor. The firm shall include real property identification material on properly labeled individual property record cards similar in form and content to those illustrated in the Real Property Appraisal Manual for New Jersey Assessors, most recent edition. Distinct property record cards for each of the four classifications of real property shall be provided

Distinct property record cards (i.e., color) for each of the four (4) classifications of real property shall be provided.

The information to be entered on the property record cards shall include, but not be limited to the following:

1. A scaled sketch of the exterior building dimensions of all structures on the property, including commercial buildings. "Reverse" sketches are not acceptable.
2. Notations of significant building components including detailed information on the condition of the baths and kitchens, as ascertained from both an interior and exterior inspection.
3. Characteristics and values of each lot and building, including such items as number of units, age, construction, condition, depreciation, obsolescence, additions and deductions, appraised value, recent sale prices, rental data, and other pertinent information pertaining to the valuation of the property.
4. Identification of the person making the inspection and the date (month, day and year) when the interior and exterior inspections were made.
5. Digital photograph(s) of each individual property in the borough.

6. Where more than one property card is required in the description of a property, all cards shall be assembled in a standard file folder and properly labeled.

10. Program Progress Reports:

The Firm shall complete a schedule of all project work, including projected dates of completion, to the Assessor prior to awarding contract.

The Firm shall provide written monthly progress reports to the Assessor for review. The Assessor will forward the reports to the Hunterdon County Board of Taxation. If the Hunterdon County Board of Taxation does not receive the required monthly progress report it will notify in writing the Director of the Division of Taxation immediately.

Monthly progress reports shall be submitted to the Assessor on or before the 15th day of each month. The detailed status report shall include supporting documentation outlining progress shall be submitted to the Assessor until completion and acceptance of the project. Computer generated spread sheets are to be used for this Compliance Plan report.

Liquidating damages of \$500 per day for any delays in providing reports beyond ten (10) days in schedule shall be deducted from any balance due.

Reports shall be made utilizing the forms attached to this contract, identified as Appendix D and F, for payment of work completed or a form the Firm provides if approved by the Assessor.

11. Payment Schedule:

The Firm shall prepare a breakdown of functions to be carried out during this revaluation project and place a dollar value for each function that shall be subject to the approval of the Assessor, and which shall serve as a basis for proportional payments by the Borough. This breakdown is outlined and attached to this Proposal as Appendix D. This breakdown is a material part of this contract, shall be the basis for payments, and is to be completed as part of the executed Contract Documents.

Billing for payment must be received by the Borough on Borough vouchers no later than seven (7) days preceding the Council meeting date as advertised. Billings properly filed and approved shall be processed and payment shall be mailed to the Firm if found to be in order and approved.

The revaluation project will commence within thirty (30) days upon receipt of an acceptable performance bond, approval by Hunterdon County Board of Taxation and the Director of the Division of Taxation of New Jersey.

Payments to be made to the Firm under this contract shall be calculated by applying the appropriate dollar value to the work completed and accepted by the Assessor at the end of each payment period.

Note that if the character or progress of the work is not satisfactory to the Hunterdon County Board of Taxation after two consecutive months, the County Board shall also notify the Director in writing of such lack of satisfactory progress as soon as possible.

In no event shall the Firm bill more than 90 percent of the total contract price until full completion and performance of the contract, except as noted below. The dollar values to be utilized are outlined in Appendix D of this contract and are subject to an adjustment of minus 10% for contract retainage.

Half of the 10% retainage shall be payable upon completion of the work once certified by the Assessor and accepted by the Hunterdon County Board of Taxation. The balance of the retainage (remaining 50%) shall be payable after the first year's County tax appeals are completed. The performance bond shall be in effect for the entire project including appeals for the year of the project.

12. Insurance and Bonding:

The Firm shall provide Certificates of Liability and Workers' Compensation Insurance providing coverage in accordance with the Borough's minimum insurance requirements as set forth herein.

The Firm shall provide assurance that the Borough will be adequately protected and held harmless from any lawsuit, litigation, demand or claim arising out of the revaluation contract.

The Firm shall indemnify, defend and hold harmless the Borough, its officers, employees, agents and consultants, from any and all lawsuits, litigation, demands, claims, actions, damages or costs (including reasonable attorneys' fees), whether for personal injury, property damage or other liability, arising out or caused by the Firm's acts, errors or omissions, or those of its officers, employees, agents and consultants, in connection with this Agreement.

In addition to all indemnification and other coverages required by law, the Firm shall provide proof of 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 public liability and automobile liability in amounts not less than those provided by law for any one person and any one occurrence respecting property damage.

In support of these obligations, the Firm shall provide the following minimum types and limits of insurance. In the event of any conflict with the applicable provisions of law and this Agreement, the higher limits shall govern:

Commercial General Liability:

- Bodily Injury and Property Damage Liability: \$2,000,000 General aggregate

- Bodily Injury and Property Damage Liability: \$1,000,000 each occurrence
- Personal Injury Liability: \$1,000,000 each occurrence
- Fire Legal Liability: \$50,000 each occurrence

Automobile Liability:

- Bodily Injury and Property Damage: Combined Single Limit of \$1,000,000
- Non-Owned and Hired Car Coverage; \$1,000,000

Worker's Compensation:

- Coverage A: Statutory benefits
- Coverage B: \$1,000,000

Other coverage:

Professional Liability (architect, engineer, attorney, insurance professional, etc.)
\$1,000,000.

Copies of all insurance policies must be provided to the Borough of Stockton prior to the commencement of any work under this contract.

In addition, the Borough and its officers, employees and consultants shall be named as additional insured for all policies required above except for Workers' Compensation and Professional Liability Insurance.

The Firm's coverage shall be primary to the Borough, and not be contributing with any other insurance available to the Borough, regardless of whether any other insurance is primary, contributing or excess.

The Borough shall be given at least thirty (30) days' written notice of cancellation and said notice shall be reflected on the certificate of insurance.

Simultaneously, with the delivery of the executed contract, the Firm shall furnish a performance bond of face value equal to one hundred percent (100%) of the amount of the proposed contract amount 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 to do business in the State of New Jersey and listed in U.S. Department of the Treasury Circular 570, and subject to the approval of the Borough Attorney.

Said bond shall be subject to reduction to ten (10%) percent of the contract amount upon acceptance of the completed revaluation by the Assessor. Said reduced amount shall remain in effect until the Firm has discharged all obligations respecting the defense of the contract.

13. Liquidated Damages – Completion Date:

Liquidation damages shall be five hundred dollars (\$500.00) for each calendar day beyond the completion date as outlined herein that the work remains not completed.

“Completion” as used in this Section is defined as all work finished including field inspections, calculations, informal hearings, hearing maintenance, and submission of all reports, as may be required by the Hunterdon County Board of Taxation, and the "Proof Book" being ready to be printed.

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

14. Quality and Progress Control:

The Firm shall utilize a quality assurance program as outlined and attached to this contract as Appendix F or any other format approved by the Assessor. The Firm shall submit copies of all quality assurance reports to the Assessor on a monthly basis for review so as to ensure that the program guidelines are being adhered to throughout the project or otherwise instructed herein.

If at any time during the contract period the quality and/or progress of the Firm's work shall not be satisfactory to the Borough or shall be otherwise not in compliance with the Contract Documents or the applicable provisions of law or administrative rule or regulation, the Borough shall be authorized to terminate this contract upon thirty (30) days written notice directed to the Firm's principal place of business and the surety company. Thereafter, the Borough shall be responsible only for the reasonable value of the services there-to-fore rendered, and in no event a sum greater than the ratio of completed work to the whole work contemplated by the contract.

In the event of termination of this contract due to fault of the Firm, the Borough shall also be permitted to pursue legal redress in a court of competent jurisdiction.

15. Interpretations of Specifications and Contract:

This contract shall be construed pursuant to the Laws of the State of New Jersey. Any litigation with respect to the interpretation of the terms of the contract shall be within the sole jurisdiction of the Superior Court of the State of New Jersey.

16. Confidential Nature of Project:

Disclosure of appraisal information to any individual, firm, or corporation, other than the Assessor, the Hunterdon County Board of Taxation, or their authorized representatives is expressly prohibited, and if done before conclusion of this project will be considered a violation of the contract. It is understood that this does not refer to information released under due process of law or the Open Public Records Act.

17. Public Relations:

During the progress of this project, the Firm and its employees will endeavor to promote understanding and amicable relations with taxpayers and the general public.

The Firm and the Borough will work together to develop a program to orient and educate all taxpayers and interested persons as to the revaluation project, including, but not necessarily limited to:

1. Newspaper articles, press releases, public service announcements via radio and/or television, press conferences, public information mailings and meetings, and other publicity describing the purpose and nature of the revaluation program. Any informational materials shall be presented to the Assessor, for review prior to release.
2. An initial mailing shall be sent, at the Firm's expense, to all property owners explaining the nature and purpose of the revaluation and setting forth a proposed date for commencement of inspections in the Borough.
3. The Borough Tax Assessor and Borough Council shall arrange speaking appearances at meetings of homeowners and business groups, and the Firm 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. The Firm must be available to assist the Borough at a minimum of four (4) public information meetings during the course of the project. Additional meetings may be required at the discretion of the Assessor and Borough Council. The Firm shall provide four (4) public meetings within four (4) weeks after the initial mailing of the tax bills that incorporate the new values (2023).

The employees of the Borough of Stockton and the Firm 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/lister 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, at 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.

The Firm shall provide each of its representatives with photographic identification cards.

18. Materials and Information To Be Provided:

The Borough of Stockton shall furnish the Firm with the following:

1. A copy of the MOD IV tape of current property records for all properties currently listed upon the tax records of the Borough of Stockton. This tape shall include the block, lot, additional lots, owner's name and address, property location, and property classification, if needed; and
 2. Access to any SR-IA records required by the Firm; and
 3. Access to zoning approvals, building permits, certificate of approvals, and occupancies as received or needed during the project; and
 4. Sample Letters of Introduction to facilitate the Firm's access to properties for inspection and data collection purposes; and
 5. All 2022 FA1 applications submitted; and
 6. Any other data and official records that may be secured from the Borough of Stockton subject to the approval of the Assessor to assist the Firm's performance of the work and to determine the full fair value of the real property to be valued; and
 7. One (1) large and one (1) small copy of the up-to-date tax map approved by the Director of the Division of Taxation or his or her designate indicating the real estate assessment numbering system; and
 8. Mailing addresses of all property owners in the Borough to enable the Firm to maintain a current mailing list.
19. Property Inspection:

This contract requires the inspection and verification of 100% of the exteriors of all properties and a minimum of a 95% interior inspection rate. A careful inspection of each parcel shall be made after 8:30 AM but before 7:00 PM on any day, Monday through Saturday. Refused entries shall be excluded from the count to arrive at the percentage of fully inspected properties required.

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

If the owner/occupant is not available at the time of the first attempted inspection, a calling card shall be left in a conspicuous place (not in a mail box) indicating that the field inspector has attempted to inspect the property, and requesting the owner/occupant to telephone a given number to arrange a mutually convenient time for an interior inspection. The card left after the first inspection must also include the intended date of the next inspection and the address of the Firm. If entry is not gained at the second attempt, a written statement must be left that an assessment will be estimated, unless future arrangements are made for an interior inspection. The date and time of a second and (if necessary) third inspection shall be substantially different from that of the original

inspection. (Not same day, etc.). The Firm shall schedule inspections during reasonable hours which shall include evenings and Saturdays.

No less than three attempts shall be made to gain entry to each property. In cases where no entry is possible after three attempts or an owner/occupant refuses to either set an appropriate appointment or allow entry to the premises, the Firm shall make reasonable estimates of that property listing using professional appraisal methods. In no event shall a card be left requesting the owner/occupant to fill in information. The Firm shall notify the Assessor in writing of all non-entries, along with the reasons for same and estimations by a monthly report, prior to the mailing of values.

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

The type of construction will be recorded by component parts such as, but not necessarily limited to, foundation, basement area, wall construction, roof, floors, interior finish, heating/cooling systems including renewable energy systems, permanent/stationary generators, elevators, wine cellars, tunnels, sheds, patios, heliport, walkout basements, substation, COAH units, fireplaces, plumbing, fixtures, number of rooms, actual and effective age, type of finish in each bathroom and kitchen, physical condition, physical, functional, and economic depreciation and/or appreciation, if applicable, general quality of construction, rent (if rented), and sales data.

Each property data 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 description be accepted in lieu of an inspection. The party present at the time of inspection shall be above the age of 18 years old. The signature of the party present at the time of inspection shall be requested and be a part of the inspection documentation.

A hard copy or computer data access to field work shall be forwarded monthly to the Assessor's Office after encoding and a preliminary calculation so that it can be progressively reviewed by the Assessor. Upon completion of a review by the Assessor, should discrepancies appear in the Firm's listings, the Firm shall make the necessary corrections at its own expense.

The format of the property record data collection card shall be as indicated on the system presently in use in the (Mod IV and CAMA). The Assessor may make random spot checks throughout the Borough of Stockton to verify that inspections are being conducted in the appropriate manner. The Assessor may accompany Firm employees at any time during field inspections.

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

A final (100%) drive-by visual field inspection is required and review of all land and buildings be made upon completion of field and office computations by experienced 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 a direct bearing on the market value of properties as well as to ensure a property's equitable relationship to surrounding properties. This review shall be accomplished by a supervisor level employee of the Firm. All vacant land will be photographed and terrain, access, positive/negative views and topography noted.

20. Computer Requirements:

The revaluation of all properties must be computer generated so that the data can be integrated into the Vital computer mass appraisal system (Mod IV and CAMA) currently being provided by the Hunterdon County Board of Taxation that is in use in the Borough's Tax Assessor's office.

- Soil classes to be inputted into the Vital farm program: soil classes by property will be supplied by the Borough of Stockton.
- Farmland Inspections for compliance to be conducted: FA1 applications to be supplied to the Firm by the Borough of Stockton. Farmland Inspection Report to be completed for each 3B (Appendix E).
- All buildings to be sketched and entered into Vital system including commercial and farmland buildings.
- Ductless air-conditioning units to be noted and valued by unit.
- All sheds, patios, and decks are to be measured and sketched.
- All improvements including farm buildings, to be photographed.

The computer software, used in the process of accomplishing this revaluation, must be demonstrated to be compatible with the system presently in use by the Borough, prior to the awarding of the contract and show all equivalent functionality.

It shall be the Firm's exclusive responsibility to ensure compatible and actual operation of any computer system that the Firm may use with the Hunterdon County Board of Taxation system utilized in the Borough. The Borough shall not be required to provide office space wherein data entry/encoding can be accomplished.

The Real Property Appraisal Manual for New Jersey Assessors, most recent edition, and any updates available as of the time of submission to the Hunterdon County Board of Taxation, must be used for residential and commercial purposes, and shall be computerized for the purpose of generating computer data files for residential and commercial properties.

Commercial, industrial, special purpose, multi-family, and improved exempt properties shall have computer data files generated from computer assisted appraisal programs through the Real Property Appraisal Manual for New Jersey Assessors, most recent edition. Said system is to be purchased and installed on the Borough's computer by the Firm. Commercial, industrial, special

purpose, multi-family, and improved exempt properties shall have computer generated building diagrams.

All commercial, industrial, and multi-family properties shall be processed in a separate file capable of being downloaded into the Assessor's computer file upon completion of data collection and valuation or as may be required. The residential computer system must have the capability to generate building diagrams. The computer system must then have the capability of calculating square footage of any improvements listed in the data files and then automatically determining cost approach valuations using data stored within the file. This will allow for single input of data in order to decrease possibility of errors in cost valuations. Said system must be compatible with the Hunterdon County System.

The computer system must have segmented area control of designated homogenous neighborhoods.

The computer system must be integrated with the New Jersey Property Tax System MOD IV so that entry of the data can be made directly into the taxing districts Master File. The system must also be capable of producing the Added, Omitted, and Rollback Assessment valuation lists, etc., including Ad hoc Report generator.

The Firm may build the preliminary database in accord with the instructions of the Assessor utilizing existing property record cards. The data files shall include all items of information in connection with the property such as, but not limited to, the block and lot number, owner's name and mailing address, property location, property classification, zoning, land size, improvements interior listing, age of improvements, depreciation, pricing data for each improvement as well as the final calculated values for land and improvements.

The Firm shall update, make current and accurate the building description fields in the Hunterdon County System using the New Jersey Property Tax System Legend building description codes.

The Firm shall not have access to the residential, commercial, industrial, special purpose, multi-family and improved exempt records, except as provided or if approved by the Assessor.

The Firm shall provide such time as may be required to discuss with the Assessor any standards and procedures, etc. required for this project.

The Borough shall receive the programs and any documentation necessary for maintaining and updating or expanding the computerized appraisal system that shall become the property of the Borough.

21. Land Valuation:

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

The Firm shall prepare a sample format to be approved by the 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 for determination of land values. Factors affecting the value of land such as location, shape, size, topography, view, access to roads, railroads and waterways, use, etc. shall be carefully considered.

The Firm, in consultation with the Assessor, shall create value control sectors (VCS's) that reflect the identification of homogenous neighborhoods.

The Firm shall establish site values for each parcel within the Borough 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, easements, riparian rights and highlands, etc. if applicable.

Conservation easements, common areas, highlands, 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.

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 Firm shall verify all land dimensions against Borough tax maps.

The Firm will prepare a land value schedule reflecting the final determined land estimates. Said land value schedule shall include the site value as required by parcel zoning, value per acre, when applicable, and any adjustments to be applied to the base site due to parcel characteristics.

Upon conclusion of the project, this schedule will be turned over to the Assessor for his or her future use.

22. Residential Valuation:

For the appraisal of residential properties, the Real Property Appraisal Manual for New Jersey Assessors, most recent edition as of the time of submission to Hunterdon County Board of Taxation shall be utilized. Residential schedules shall contain all variations from the base in order to price all types of wall construction, roofs, floors, heating, air-conditioning, plumbing, fireplaces, interior finish, finished attics, dormers, finished basements, built-ins, multi-family homes, decks, patios, porches, pools, garages, permanent/stationary generators, sheds, and all outbuildings. The schedules shall show prices for various sizes as well as types and classes 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 improvement values.

The Firm shall collect and analyze all fair market sales that occurred during the three (3) years prior to the revaluation date in order to develop the market data approach. The Firm shall prepare a sample format to be approved by the 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.

Relating to the 95% internal inspection requirements, a certified letter return receipt requested, explaining the reasons for inspection shall be sent to all property owners that have refused the Firm permission to inspect their property. This is at the expense of the Firm. A second regular letter shall be sent to those properties that were not inspected after three attempts to contact said owners. This is at the expense of the Firm.

The utilization of other than published cost conversion factor shall be documented through market studies and shall be substantiated by written documentation. Use of the final cost factor shall be made only after consultation with the Assessor.

The 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 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.

A booklet of usable sales with digital color photographs with block and lot numbers superimposed shall be developed by the Firm, and original copy provided to the Assessor and 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 Firm that was responsible for establishing the value shall be in attendance at each informal hearing at the expense of the Firm. Informal hearings will be held in November and December of 2022.

New digital photographs, front and back, of all structures including all outbuildings on the improved properties shall be provided. All photographs, in jpg or .tif format, shall be properly and correctly named with Assessor approved convention, 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 MODIV and CAMA files for each property. Additionally, residential or commercial structures on the same parcel shall be separately photographed and attached to the property record. All vacant land will be photographed and attached to the MODIV and CAMA files.

23. Commercial, Industrial, Apartment and Improved Exempt Valuations:

For the appraisal of commercial, industrial, apartment and improved exempt properties; the computerized Marshall Valuation Service (the current Windows version as of this contract date) shall be utilized when finalizing the value using the cost approach. The Firm shall use the Marshall/Swift Computer Program as required by the Borough. A folder including a Marshall Cost

Sheet, sketch of the building, site plan, and income approach shall be required for all Class 4 and 15 properties, where applicable.

The Firm shall collect and analyze all fair market sales that occurred during the three (3) years prior to the revaluation date to develop the market approach to value. The Firm shall prepare a sample format to be approved by the Assessor that will be used in this approach to value. The identification of market trends is important and a paired sales analysis is to be used to determine and document such trends. Analysis shall include sales ratio studies and the development of general, segmented, and stratified coefficients of deviation and other such statistical methods as are considered appropriate. A valuation utilizing the cost, market, and income approaches to value is to be generated for each property where applicable.

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

The Firm shall analyze the local market place to derive economic rates, rentals, and expenses in order to arrive at a supportable indication of value.

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

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

Site improvements such as fencing, lighting, and paving are to be valued as accessory items, as well as number of available parking spaces.

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

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

A picture, front and back, of all structures on the improved properties shall be provided. All pictures, in .jpg or .tif format, shall be properly and correctly named with Assessor approved convention.

All photos will be uploaded to the Vital MODIV/CAMA System.

The Firm should provide vector sketches of all improved properties including commercial properties into the CAMA file unless, in the opinion of the Assessor, complexity of a property would prevent a vectored sketch. A note shall be made on said project record card in such event.

24. Land and Sales Mapping:

During the course of this project, the Firm shall prepare a land value sales map, along with a neighborhood map, to be transmitted to the Assessor upon completion of this project for his/her future use.

The land value sales map shall include all unit values and underlying data used to derive unit values, including but not limited to the boundaries for each land use zone, the boundaries for each neighborhood control sector and the base land value rate to be applied for said control sector. This map shall also identify, by color-coding any properties which have sold between three (3) years and the completion date of this contract as an arms-length transaction, the date of the sale and the sale price. A comparable sales booklet as described herein shall be part of this analysis also.

The neighborhood map shall indicate all neighborhoods and/or value control sectors in the Borough.

25. Property Owner Notification and Review:

Upon determination of property values the Firm shall, at its own expense, notify each property owner of said valuation. This notice shall also advise the property owner of his/her right to attend an individual informal review of the proposed assessment (valuation) of their property at a designated location within the Borough of Stockton. The Firm shall schedule sufficient time to fully review and discuss the valuation with qualified Firm personnel so as to complete informal reviews as specified in this agreement. Informal reviews shall include the following, at a minimum:

1. Each taxpayer attending a review shall be afforded an individual meeting with a qualified person employed by the firm;
2. Sufficient time shall be allotted to hear and conclude reviews on or before December 15;
3. A written record of each review shall be provided to the Assessor in a format approved by the Assessor;
4. Suggested revisions by the Firm resulting from the taxpayers' reviews shall be made with the consent of the Assessor; and
5. Each taxpayer shall be informed in writing by the firm of the results of their assessment review within four weeks of the conclusion of all reviews.

26. Records and Computations to Become Property of Municipality:

Upon conclusion of all property owner reviews and acceptable revisions, the Firm shall meet with the Assessor to finalize all aspects of this project. The purpose of this meeting shall be to transmit to the custody of the Assessor the original or a suitable copy of all records and computations of the Firm pertaining to any appraisal of property in the Borough, if not previously requested and received. No records shall be retained by the Firm. These records shall include, but not necessarily be limited to:

1. Written statements to the public or group concerning the nature of the project;
 2. Any letter or memoranda to individuals or groups explaining methods used in the appraisal of property;
 3. Sales data collected for use in the appraisal process including comparable sales studies, sales ratio studies, sales map, and the sales book;
 4. Land valuation data including the land value map, for the Assessor's review, that will indicate all unit values and underlying data used to derive unit values, and that shall indicate VCS areas;
 5. Data relative to the determination of cost conversion factor and depreciation schedules;
 6. Data relative to rental schedules, operating statements of income properties, and capitalization rate studies;
 7. Data relative to general, stratified, segmented, and weighted coefficient of deviation studies;
 8. Data processing information pertaining to the format of the computer systems used in the project;
 9. Pictures of properties as required by this contract;
 10. Computer tapes containing property data files which will produce the Assessor's records to be used in the development of the certified tax list. These tapes shall be in a format consistent with the New Jersey Property Tax System MOD IV; and
 11. Any other records pertaining to the revaluation program or computer programs.
27. Defense of Values:

The Firm shall assist the Assessor and the Borough of Stockton and testify in defense of all valuations rendered to the Borough that may be appealed to the Hunterdon County Board of Taxation during the 2023 and 2024 tax year at the Firm's expense. Such assistance shall include

qualified expert personnel acceptable to the Assessor who are knowledgeable with and shall have inspected the properties subject to an appeal.

With respect to the properties which may have valuations appealed to the Tax Court of the State of New Jersey, the Firm has attached a schedule of fees to be charged to prepare reports and appear in Court to defend against these appeals. (Appendix G) Said fee schedule shall be predicated on the class of property under appeal as well as the time involved and complexity of the appraisal assignment. The fee schedule shall include an hourly fee for appearances, as well as fees for the preparation of reports, as necessary. The Borough of Stockton reserves the right to accept in whole or part the fee schedule attached to this Contract or to contract with another party for these services. Should the Borough of Stockton elect to accept the Firm as the Firm for these services, the Firm shall assist the Borough Tax Assessor and the Borough of Stockton to defend all State Tax Court valuation appeals during the tax year the values are first established, pursuant to the fee schedule. Such assistance shall include a qualified expert witness holding a commercial level designation of a State Certified General Appraisal License in the State of New Jersey, who is acceptable to the Borough Tax Assessor and who is knowledgeable with and shall have inspected the property subject to appeal.

Should the Borough of Stockton elect to contract with another party for these appraisal services, the Borough agrees to release the Firm from any further responsibility to defend valuations before the Tax Court of the State of New Jersey for those items so selected to be contracted with another party.

28. Award of Contract:

The Borough has awarded this contract to a qualified Firm based on experience and cost as determined by the 2022 Property Classification Summary Proposal Sheet (Appendix B), and as more fully set forth in the Instructions to Revaluation Firms, Paragraph K.

29. Agreement:

The Agreement, together with all of the Contract Documents as set forth in the Instructions to Revaluation Firm ("Exhibit A" hereto), form the Agreement and they are as fully a part of this Agreement as if hereto attached or herein repeated. The Borough and the Firm for themselves, their heirs, executors, administrators, successors, or assigns, hereby agree to the full performance of the covenants herein contained.

[SIGNATURES NEXT PAGE]

ATTEST:

BOROUGH OF STOCKTON

Michele Hovan
Borough Administrator/Clerk

BY: _____
Timothy J. Nemeth, Mayor

DATE: _____

WITNESSED BY:

[FIRM]

DATE: _____

Revaluation approved by the Hunterdon County Board of Taxation on

The foregoing agreement is hereby approved this _____ day of _____ Pursuant to P.L. 1971, Chapter 424.

BOROUGH OF STOCKTON

REQUIRED DOCUMENT CHECKLIST

In accordance with the “Instructions for Proposal Submission” portion of the RFP documentation, the following mandatory items must be submitted WITH EACH PROPOSAL, along with this checklist, or the proposal is subject to rejection.

FIRM MUST INITIAL EACH ITEM TO VERIFY INCLUSION OF REQUIRED DOCUMENTS.

1. _____ This Required Document Checklist
2. _____ Proposal Form
3. _____ Acknowledgement of Receipt of Addenda
4. _____ Non-Collusion Affidavit
5. _____ Proposal Security (i.e., bid bond)
6. _____ Consent of Surety
7. _____ Statement of Ownership Disclosure
8. _____ Business Registration Certificate
9. _____ Certification of Investment Activities in Iran (P.L. 2012, c.25)
10. _____ Firm’s Qualifications and Other Required Information

BOROUGH OF STOCKTON

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA
TO PROPOSAL DOCUMENTS FORM

Property Revaluation Project

Pursuant to N.J.S.A. 40A:1 1-23. 1a, the undersigned Firm hereby acknowledges receipt of the following notices, revisions, or addenda to the proposal, specifications or documents. By indicating date of receipt, the Firm acknowledges submission of the following:

| Borough of Stockton Reference of Title of Addendum/Revision | How Received (Email, Fax, Pickup, Mail, etc.) | Date Received |
|---|---|---------------|
| | | |
| | | |
| | | |

No Addenda were received: _____

Acknowledgement of Firm:

Name of Firm: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

BOROUGH OF STOCKTON
NON-COLLUSION AFFIDAVIT

RE: PROPOSAL FOR PROPERTY REVALUATION SERVICES

STATE OF NEW JERSEY

ss:

COUNTY OF _____

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

I am _____ of the firm of _____ the Firm making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said Firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive contracting 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 Stockton 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.

Subscribed and sworn to me

this ____ day of _____, 2022.

Notary Public

(also type or print name of affiant under signature)

My commission expires:

BOROUGH OF STOCKTON

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned

(Name of Firm) as principal; and

(Name of Surety) as surety,

are hereby held and firmly bound unto the Borough of Stockton, hereinafter referred to as the owner, in the sum of:

(\$ _____) Dollars, for the payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____ 2022.

The conditions of the obligations are such that whereas the principal has submitted to the owner a certain proposal, attached hereto and made a part hereof, to enter into a contract in writing for **REVALUATION OF ALL REAL PROPERTY FOR ASSESSMENT PURPOSES IN THE BOROUGH OF STOCKTON.**

NOW THEREFORE,

- (a) if said bid shall be rejected, or in the alternate,
- (b) if said bid shall be accepted and the principal shall execute and deliver a contract in the form required in the Contract Documents (properly completed in accordance with said proposal) within 10 days after the owner has notified the principal of the acceptance of his proposal, and shall in other respects perform the agreement created by the acceptance of said proposal, then this obligation shall be void; otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of surety for any and all default of the principal hereunder shall be the amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that its obligations shall in no way be impaired or affected by an extension of the time within which the owner may accept the proposal of the principal; and said surety does hereby waive notice of any such extension.

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

[Signatures Next Page]

Name of Firm

ATTEST:

By: _____
Signature

As to Principal (Secretary
of Corporation)

Printed Name

SEAL

Title

As to Surety

Surety

By: _____
Signature

Printed Name

Title

(To be accompanied by the usual proof of authority of officers of Surety Company to execute the same)

BOROUGH OF STOCKTON

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 proposal submissions. Failure to submit the required information is cause for automatic rejection of the proposal.

Name of Organization: _____

Organization Address: _____

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

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

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

- 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 vendor has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater

beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

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

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

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

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the Firm; that the Borough of Stockton 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 the Borough to notify the Borough 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 Borough, permitting the Borough to declare any contract(s) resulting from this certification void and unenforceable.

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

APPENDIX A

2022 PROPERTY CLASSIFICATION SUMMARY

| 2022 PROPERTY CLASS | # OF LINE ITEMS |
|-----------------------------------|------------------------|
| 1 VACANT LAND | 16 |
| 2 RESIDENTIAL(4 FAMILY OR LESS) | 208 |
| 3A FARM (REGULAR) | 2 |
| 3B FARM (QUALIFIED) | 2 |
| 4A COMMERCIAL | 20 |
| 4B INDUSTRIAL | 0 |
| 4C APARTMENT | 2 |
| 5A RAILROAD CLASS 1 | 0 |
| 5B RAILROAD CLASS 11 | 0 |
| 6A TELEPHONE | 1 |
| 15A PUBLIC SCHOOL PROPERTY | 1 |
| 15B OTHER SCHOOL PROPERTY | 0 |
| 15C PUBLIC PROPERTY | 32 |
| 15D CHURCH & CHARITABLE PROPERTY | 3 |
| 15E CEMETERIES & GRAVEYARDS | 1 |
| 15F OTHER EXEMPT | 6 |
| TOTAL NUMBER OF LINE ITEMS | 294 |

APPENDIX B
PROPOSAL SHEET

We, the undersigned revaluation Firm, propose to furnish and deliver the following item/service pursuant to the contract documents annexed hereto:

| CLASSIFICATION | QUANTITY | PER LINE ITEM COSTS | TOTAL |
|-------------------------|-----------------|----------------------------|--------------|
| VACANT LAND (1) | 16 | \$ _____ | \$ _____ |
| RESIDENTIAL (2) | 208 | \$ _____ | \$ _____ |
| FARM (REGULAR-3A) | 2 | \$ _____ | \$ _____ |
| FARM (QUALIFIED-3B) | 2 | \$ _____ | \$ _____ |
| COMMERCIAL (4A) | 20 | \$ _____ | \$ _____ |
| INDUSTRIAL (4B) | 0 | \$ _____ | \$ _____ |
| APARTMENT (4C) | 2 | \$ _____ | \$ _____ |
| RAILROAD CLASS 1 & 2 | 0 | \$ _____ | \$ _____ |
| TELEPHONE (6) | 1 | \$ _____ | \$ _____ |
| EXEMPT PROP (15A-15F) | 43 | \$ _____ | \$ _____ |
| TOTAL IN NUMBERS | | | \$ _____ |

TOTAL WRITTEN IN WORDS:

_____ **DOLLARS**

And _____ **CENTS**

ADDITIONAL FEES:

Short Narrative Appraisals \$ _____/Each

Hourly Rate for Defense of Appeals \$ _____/Hour

[SIGNATURES NEXT PAGE]

The undersigned is a _____ under the laws of the State of _____ having its principal offices at _____.

Name of Firm: _____

Tax Id Number: _____

Address: _____

Phone: _____

Fax: _____

Signature: _____

Name and Title: _____

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

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

***NOTE: NO CHANGES ARE TO BE MADE WITHOUT THE PRIOR APPROVAL FROM THE BOROUGH TAX ASSESSOR, AND OTHERS IF SO NEEDED. ALL REQUESTS AND APPROVALS MUST BE DONE IN WRITING.**

APPENDIX C

BACKGROUND INVESTIGATION RELEASE AND CONSENT FORM

The undersigned hereby consents to the appropriate Law Enforcement Agency(s) to obtain information concerning my personal background, including my driving record or any criminal record that I may have, whether by utilizing the resources of the Federal and State governments, including but not limited to the NCIC and SCIS computer networks, or any other investigative sources.

The cost of said investigation shall be borne solely by the Firm.

NAME (TYPE OR PRINT) _____

DRIVERS LICENSE NUMBER _____

SIGNATURE _____

DATE _____

WITNESS _____

APPENDIX D

BREAKDOWN OF MAJOR TASK OF REVALUATION PROJECT FURTHER BREAKDOWN OF PAYMENT SCHEDULES

Percent of

| | | |
|---------------------------------|---------------------------------|---------------------------------|
| Task of Project (rounded) | Overall Value of Contract | Payment Value of Contract |
|---------------------------------|---------------------------------|---------------------------------|

Project Task

| | | | |
|---|--|--|--|
| PLANNING AND ORGANIZATION | | | |
| | | | |
| DATA COLLECTION | | | |
| A. Residential | | | |
| B. Vacant | | | |
| C. Land/Commercial/Industrial/Apartments | | | |
| D. Exempt Properties | | | |
| E. Farm Properties | | | |
| F. Telephone | | | |
| ANALYSIS & VALUATION | | | |
| A. Residential | | | |
| B. Vacant | | | |
| C. Land/Commercial/Industrial/Apartments | | | |
| D. Exempt Properties | | | |
| E. Farm Properties | | | |
| F. Telephone | | | |
| FIELD REVIEW | | | |
| A. Residential | | | |
| B. Vacant | | | |
| C. Land/Commercial/ Industrial/Apartments | | | |
| D. Exempt Properties | | | |
| E. Farm Properties | | | |
| F. Telephone | | | |

| | | | |
|----------------------|--|--|--|
| TAXPAYER HEARINGS | | | |
| | | | |
| PROJECT FINALIZATION | | | |
| | | | |
| RETAINAGE | | | |

NOTES:

Retainage required, identified in Contract. Contract price to be broken down based on the percentages noted. Company to complete Appendix "D" based on Contract price and to be approved by the Tax Assessor and Borough of Stockton before acceptance of the Agreement.

APPENDIX F

QUALITY ASSURANCE REPORT

TOTAL CONTRACT AMOUNT _____ Date: _____
 MONTH OF _____ Invoice # _____

| <u>Project Element</u> | <u>Amount Reported Completed</u> | <u>Subtotal</u> |
|--|--|-----------------|
| 1. Planning and Organization | | |
| Schedule "D" Total Amount | \$ _____ % | _____ |
| 2. Data Collection | | |
| A. Residential | | |
| Schedule "D" Total Amount | \$ _____ % | |
| Measured _____ at | \$ _____ % | |
| Listed _____ at | \$ _____ % | |
| Data Entry _____ at | \$ _____ % | _____ |
| B. Vacant Land/Commercial/Industrial/ Apartment/Exempt Properties | | |
| Schedule "D" Total Amount | \$ _____ % | |
| a. Measured _____ at | \$ _____ % | |
| b. Listed _____ at | \$ _____ % | |
| c. Data Entry _____ at | \$ _____ % | _____ |
| C. Farm Properties | | |
| Schedule "D" Total Amount | \$ _____ % | |
| a. Measured _____ at | \$ _____ % | |
| b. Listed _____ at | \$ _____ % | |
| c. Data Entry _____ at | \$ _____ % | |
| d. Inspected for activity compliance. _____ at | \$ _____ % | |
| D. Telephone | | |
| Schedule "D" Total Amount | \$ _____ % | |
| a. Measured _____ at | \$ _____ % | |
| b. Listed _____ at | \$ _____ % | |
| c. Data Entry _____ at | \$ _____ % | _____ |

3. FIELD REVIEW

a. Residential

Schedule "D" Total Amount \$ _____ %
Quality Control _____ at \$ _____ %
Field Review _____ at \$ _____ %
Final Review _____ at \$ _____ % _____

b. Vacant

c. Land Commercial/Industrial/Apartment

d. Exempt

Schedule "D" Total Amount \$ _____ %
Quality Control _____ at \$ _____ %
Field Review _____ at \$ _____ %
Final Review _____ at \$ _____ % _____

e. Farm Properties

Schedule "D" Total Amount \$ _____ %
Quality Control _____ at \$ _____ %
Field Review _____ at \$ _____ %
Final Review _____ at \$ _____ % _____

f. Telephone

Schedule "D" Total Amount \$ _____ %
Quality Control _____ at \$ _____ %
Field Review _____ at \$ _____ %
Final Review _____ at \$ _____ % _____

4. TAX PAYER HEARINGS

Schedule "D" Total Amount \$ _____ % _____

5. PROJECT FINALIZATION

Schedule "D" Total Amount \$ _____ % _____

6. RETAINAGE

Schedule "D" Total Amount \$ _____ % _____

INVOICE TOTAL \$ _____

APPENDIX G

SCHEDULE OF TAX COURT APPEAL FEES

| Property Class | Report Preparation Fee Per Report | Court Appearance Appearance fee Per Hour |
|---|---|--|
| 1 VACANT LAND | _____ | _____ |
| 2 RESIDENTIAL (4 family or less) | _____ | _____ |
| 3A REGULAR FARM | _____ | _____ |
| 3B QUALIFIED FARM | _____ | _____ |
| 4A COMMERCIAL Less than 10,000 sq. ft. | _____ | _____ |
| 10,001 - 25,000 sq. ft. | _____ | _____ |
| 25,001 or more sq. ft. | _____ | _____ |
| 4B INDUSTRIAL Less than 25 units | _____ | _____ |
| 26 — 50 units | _____ | _____ |
| 51 — 100 units | _____ | _____ |
| 101 or more units | _____ | _____ |
| 6A TELEPHONE | _____ | _____ |
| 15 EXEMPT | _____ | _____ |