

REQUEST FOR PROPOSALS
FOR
BOROUGH OF CARTERET
REVALUATION

REQUEST FOR PROPOSAL

NOTICE is hereby given that the Borough of Carteret is inviting responses to a Request for Proposals and will be received as set forth in the attached **REQUEST FOR PROPOSALS, REVALUATION SERVICES**.

MUNICIPALITY:

BOROUGH OF CARTERET

ADDRESS FOR RECEIVING RESPONSES:

**Gloria Lisicki
Purchasing Agent
Borough of Carteret
20 Cooke Avenue
Carteret, NJ 07008**

To insure the comprehension of the specifications for the revaluation of the **Borough of Carteret**, a conference will be held for the purpose of reviewing said specifications and receiving any comments from interested parties. Any vendor intending to submit a response to the Request for Proposals should attend this conference. **This conference will be held on Wednesday May 11, 2001 at the Office of the Borough Law Director located at 61 Cooke Avenue, Carteret NJ 07008.**

PROPOSAL FORMS

PROPOSAL CHECK LIST

PROPOSAL FORMS

CONSENT OF SURETY FORM

NON-COLLUSION AFFIDAVIT

DISCLOSURE OF OWNERSHIP STATEMENT

AFFIRMATIVE ACTION REQUIREMENTS

STATEMENT OF QUALIFICATIONS

EXCEPTIONS

NO RESPONSE SURVEY

INFORMATION TO INTERESTED PARTIES

SPECIFICATIONS & GENERAL PROVISIONS WITH APPENDICES

ALL INFORMATION LISTED ON PROPOSAL CHECK LIST MUST BE
SUBMITTED IN A PACKAGE. ALL FORMS MUST BE TYPEWRITTEN OR
WRITTEN IN INK.

ALL SUBMISSIONS MUST BE ONE ORIGINAL PLUS TEN COPIES

DOCUMENTS CHECKLIST

Check the box of each document that is enclosed

- | | Initial each item
(Vendor's initials) |
|--|--|
| 1. Proposals Form to the Borough of Carteret | ☐ _____ |
| 2. Appendix A-1- Schedule of Line Item Fees | ☐ _____ |
| 3. Appendix B-1- List of Supervisors | ☐ _____ |
| 4. Appendix C- Background Investigation Release | ☐ _____ |
| 5. Appendix G- Schedule of Tax Court Appeal Fees | ☐ _____ |
| 6. Certificate or Consent of Surety Form | ☐ _____ |
| 7. Stockholder Statement of Ownership | ☐ _____ |
| 8. Listing of Subcontractors | ☐ _____ |
| 9. Non-Collusion Affidavit | ☐ _____ |
| 10. Affirmative Action Questionnaire | ☐ _____ |
| 11. Statement of Qualifications | ☐ _____ |
| 12. List of all company employees as of date of proposal
indicating name, residence address and educational background | ☐ _____ |
| 13. List of current revaluation projects under contract indicating
contract completion date | ☐ _____ |
| 14. List of revaluation project proposals submitted to municipalities
within the past six months | ☐ _____ |
| 15. Copies of Financial Statements covering two years | ☐ _____ |
| 16. If applicable, Vendor's acknowledgment of receipt of any notice(s)
or revision(s) or addenda to an advertisement, specifications or
proposal document(s) | ☐ _____ |
| 17. State of NJ Business Registration Certificate | ☐ _____ |
| 18. A statement of whether any litigation involving the firm's performance under
a revaluation contract has occurred during the past five years and, if so,
explain in detail the nature of such litigation and the results thereof. | ☐ _____ |

Name of Corporation, Partnership, Entity
or Individual

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

Signature of Authorized Representative

Date

PROPOSAL FORM

BOROUGH OF CARTERET

REVALUATION PROJECT

WITH RESPECT TO THE REVALUATION OF ALL REAL PROPERTY
SITUATED WITHIN THE BOUNDARIES OF THE **BOROUGH OF
CARTERET:**

INSERT COMPANY NAME

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

(\$ _____)
DOLLARS

(AMOUNT IN WORDS)

THIS PROPOSAL IS SUBMITTED TO THE BOROUGH OF CARTERET ON:

DATE: _____

BY: _____

SIGNED BY: _____

TITLE: _____

COMPLETION DATE: _____

OFFICIAL USE ONLY

COMPLY: _____

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY:

: ss.

COUNTY OF _____ :

I, _____ of the City of
_____ in the County of
_____ and the State of New Jersey,
of full age, being sworn according to law on my oath depose and say that I am
_____ (Title) of the firm of _____
the vendor making the Proposal for the above named project, and that I executed the said
Proposal with full authority so to do; that said vendor has not, directly or indirectly,
entered into an agreement, participated in any collusion, or otherwise taken any action in
restraint of free, competitive proposal submission 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 Carteret relies upon the
truth of the statements contained in said Proposal and in the statements contained in this
affidavit in awarding the contract for said project.

Subscribed and sworn to before me
this _____ day of _____, _____

Notary Public, State of _____

(Signature)

(By)

**STATEMENT OF INDIVIDUAL(S) OWNING 10% OR MORE OF STOCK OR
INTEREST IN THE VENDOR'S BUSINESS ENTITY**

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S Corporation or sole proprietorship, shall be awarded a contract unless prior to the receipt of the proposal or accompanying the proposal of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S Corporation or sole proprietorship, there is submitted to the Borough, a statement setting forth the names and addresses of all stockholders who own 10% or more of stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S Corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. This form shall be submitted with the proposal whether or not a stockholder or partner owns less than 10% of the business submitting the proposal.

Date: _____

LEGAL NAME OF VENDOR: _____

Check which business entity the vendor is:

- Corporation _____ Complete if the vendor is one the 3 types of Corporations:
- Limited Liability Corporation _____ Date Incorporated: _____
- Subchapter S Corporation _____ Where Incorporated: _____
- Partnership _____
- Limited Partnership _____
- Limited Liability Partnership _____
- Sole Proprietorship _____

NOTE: If no Stockholder or partner owns 10% or more of the business submitting the proposal, please sign and date this form.

_____/_____
Signature Date

BUSINESS ADDRESS

_____/_____
Street Address City State Zip

_____/_____
Telephone # Fax#

Listed below are the names and addresses of all stockholders or individuals who own ten (10) percent or more of its stock of any classes, or who own ten (10) percent or greater interest herein.

NAME	ADDRESS

BOROUGH OF CARTERET
NOTICE TO VENDORS

AFFIRMATIVE ACTION REQUIREMENTS
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

PROCUREMENT AND SERVICE CONTRACTS

“Vendors are required to comply with the requirements of P.L. 1975, c. 127” (N.J.A.C. 17:27)

A. ALL VENDORS

1. Within seven (7) days after receipt of notification of intent to award the contract or receipt of the contract, whichever is sooner, the successful vendor must submit one of the following forms of evidence:
 - a) A Federal Letter of Affirmative Action Plan Approval from the U.S. Department of Labor’s Office of Federal Contract Compliance Programs (OFCCP). This letter cannot be more than one year old from the date of issuance.

OR

 - b) A State of New Jersey Certificate of Employee Information Report.
- OR**
- c) A completed Affirmative Action Employee Information Report (Form AA302).

Please note that the Affirmative Action Affidavit for vendors having less than fifty (50) employees is no longer acceptable.

2. The successful vendor(s) may obtain the Affirmative Action Employee Information Report (AA302) from the Purchasing Division during normal business hours.
3. The successful vendor(s) must submit the white and canary copies of the (AA302) Report to the State Affirmative Action Office. The pink copy is submitted to the public agency, and the gold copy is retained by the vendor.

B. The following questions must be answered by all prospective vendors:

1. Do you have a Federal Letter of Affirmative Action Plan Approval? This letter cannot be more than one year old from the date of issuance.
Yes_____ No_____
 - a) If yes, please submit a photo copy of such approval.
If no,
2. Do you have a State of New Jersey Certificate of Employee Information Report?
Yes_____ No_____
 - a) If yes, please submit a photo copy of such approval.
If no,

3. Vendors must complete an Affirmative Action Employee Information Report (AA302) obtained from the Purchasing Division during normal business hours.

AFFIRMATIVE ACTION REQUIREMENTS P.L. 1975, c 127 (N.J.A.C. 17:27)

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27) and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her proposal must be rejected as non-responsive if said contractor fails to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27).

COMPANY _____

SIGNATURE _____

PRINT NAME _____

TITLE _____

DATE _____

BOROUGH OF CARTERET
EXCEPTIONS

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

The **BOROUGH OF CARTERET** reserves the right to accept or reject proposals and to award the contract based on the best interest of the Borough. If there are NO EXCEPTIONS, state NONE.

1. _____

2. _____

SUBMITTED BY: _____
(Signature)

(Print Name) (Title)

DATED: _____

BOROUGH OF CARTERET
NO RESPONSE PROPOSAL SURVEY
PROPOSAL TITLE: REVALUATION

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

Name of Company: _____

Reason you did not respond (Check all that apply)

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

Additional
comments: _____

Signed: (optional) _____

INFORMATION

1B.1 RECEIPT OF PROPOSALS

1B.1.1 OWNER AND PROJECT

Gloria Lisicki, Purchasing Agent for the Borough of Carteret, Middlesex County, New Jersey (herein after called the "BOROUGH") invites responses to the Request for Proposals for the project mentioned herein.

1B.1.2 TIME AND PLACE FOR RECEIPT OF PROPOSALS

Proposals will be received by the BOROUGH at the time and place mentioned in the notice. No proposals shall be accepted after time specified.

1B.1.3 INFORMAL PROPOSALS

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

1B.1.4 WITHDRAWING PROPOSALS

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

1B.2 QUALIFICATIONS

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

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

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

1B.2.1 EXPERIENCE AND CAPITAL REQUIRED

Any firm or entity submitting a Proposal must be experienced in the kind of work required to be performed, have the equipment required and/or have the means to secure it, and have sufficient capital to properly execute the work within the time allowed.

1B.2.2. UNSAISFACTORY PAST PERFORMANCE

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

1B.3 PREVAILING WAGE

1B.3.1 REQUIREMENTS OF LAW

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

1B.4 PREPARATION OF PROPOSALS

1B.4.3 COMPLETION AND SUBMISSION OF PROPOSALS

Each Proposal must be submitted in accordance with the requirements set forth in the principal thereof and shall contain the name, address, and telephone number of the entity or firm submitting the Proposal. All prices and amounts must be written in ink or preferably typewritten. All erasures or corrections must be initialed by each signatory to the Proposal. Each Proposal shall be addressed to Kathleen M. Barney, MMC, Municipal Clerk, Borough of Carteret, 61 Cooke Avenue, Carteret, NJ 07008 and said envelope shall specify the item for which the Proposal is submitted and must be delivered at the place and time required or mailed so as to be received on or before the date specified for receipt of Proposals.

The BOROUGH OF CARTERET will not be responsible for Proposals forwarded through the U.S. Mail if lost in transit at any time before Proposal opening.

The Proposal must be accompanied by (1) a Non-Collusion Affidavit, and (2) Disclosure of Ownership statement.

1B.4.4 ERRORS IN PROPOSALS

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

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

1B.5.3 TIME FOR AWARD OF CONTRACT

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

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

1B.7 PERFORMANCE SECURITY

1B.7.1 SECURITY REQUIRED

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

The performance surety must be acceptable to the Borough in both form and financial rating.

1B.8 MODIFICATIONS OF PROPOSALS

Proposals may be modified by registered mail. Proposals may not be modified within 24 hours of the stipulation time of opening Proposals.

1B.9 REJECTION OF PROPOSALS

1B.9.1 MULTIPLE PROPOSALS NOT ALLOWED

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

1B.9.2 RIGHT TO WAIVE INFORMALITIES RESERVED

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

1B.11 APPLICIABLE LAWS

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

1B.12 PAYMENT

Bills are publicly approved at regular BOROUGH OF CARTERET Council meetings. All bills approved at that meeting are paid by checks that are mailed. No checks may be picked up by the vendor.

In order for a voucher to be placed at said meetings for approval, they must be submitted to the appropriate BOROUGH OF CARTERET department, be signed by all the appropriate BOROUGH OF CARTERET officials and be presented to the Treasurer's Office no later than the ten prior to the meeting. There are no exceptions to this rule.

1B.13 INDEMNIFICATION AGAINST CLAIMS

The successful vendor shall indemnify and save the Borough harmless from and against all suites, claims, actions, or judgment for any injury or damage sustained or alleged to have been sustained by any party or parties by reason of the use of defective materials, furnished and delivered under the contract to be awarded here under or by or on account of any act of omission or commission of any contractor, his, its, or their agents or employees and in case any such action be brought against the BOROUGH OF CARTERET the contractor shall immediately take charge and defend same at his, its, or their own cost and expense. They may, if it is so desired, defend such action and charge the expense of it to the contractor.

1B.14 PATENT CLAIMS

The successful vendor (contractor) shall protect and save the BOROUGH OF CARTERET harmless from all and every demand for damages, royalties or fees on any patented invention used by it in connection with the supplies furnished under and contract here under and shall be the duty of the vendor (name of contractor), if so demanded by the BOROUGH OF CARTERET to furnish said with a proper legal release or indemnify from and against all such claims and any or all payments due under such contract may be withheld from the contractor until such release or releases are furnished, if the BOROUGH OF CARTERET so elects. The Contractor shall hold harmless the Municipality from any claim for the use of any computer software used without authority, if such a situation occurs.

1B.15 OTHER

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

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

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

Purchases by the BOROUGH OF CARTERET are exempt from taxation, either State or Municipal and also from Federal taxation, including excise tax, Tax Exemption ID Number 22-6001707.

F.O.B. destination and placement at locations specified by BOROUGH OF CARTERET.

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

REVIEW OF PROPOSALS

The following specific factors will be used in reviewing the proposals and determining which proposal is most acceptable to the Municipality: cost of proposal, experience of vendor, location of vendor in relation to Municipality, information obtained from other municipalities pertaining to the performance of the vendor and experience and training of employees.

FACSIMILE DOCUMENTS SUBMITTED IN A PROPOSAL

Under no circumstances will the BOROUGH OF CARTERET accept documents requiring original signatures through facsimile machines.

CONTRACT

The successful vendor agrees that it will sign the contract that is attached hereto and made a part hereof.

INSURANCE REQUIREMENTS

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

The Certificate of Insurance required herein to be provided to the Municipality shall provide that the Municipality be provided with Notice of Cancellation.

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

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

1. WORKER'S COMPENSATION & EMPLOYERS LIABILITY INSURANCE

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

Coverage A shall be New Jersey Statutory.

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

2. COMPREHENSIVE GENERAL LIABILITY INSURANCE

Limits shall be a minimum of \$1,000,000 bodily injury per person and \$1,000,000 per occurrence, and \$100,000 property damage coverage. The Certificate of Insurance must indicate coverage at the above limits for:

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

3. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

Limits shall be a minimum of \$1,000,000 bodily injury per person and \$1,000,000 per occurrence, and \$100,000 for property damage coverage. The Certificate of Insurance must indicate coverage at the above limits for:

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

CERTIFICATE OF INSURANCE MUST INDICATE THAT THE BOROUGH OF CARTERET HAS BEEN NAMED AS AN ADDITIONAL INSURED FOR THIS CONTRACT
PROPOSAL FOR THE PROPERTY REVALUATION PROGRAM

The undersigned hereby declares that he/she has carefully examined the Specifications for which Proposals were advertised to be received on March____, 2011 at _____ a.m. at the Borough of Carteret, 61 Cooke Avenue, Carteret NJ 07008.

The undersigned hereby agrees to complete a property revaluation program in the BOROUGH OF CARTERET in accordance with the specification attached hereto and made a part hereof, and submits the following Proposal therefore:

- 1. Contract services =\$_____
- 2. Certificate of Surety
- 3. Affirmative Action Affidavit or Certificate of Employee Information Report as evidence of affirmative action compliance.

The undersigned further certifies that the following is a complete list of the names and addresses of all stockholders in the corporation who own ten percent (10%) or more of its stock of any class (or, in the event that the undersigned is a partnership, those partners who own a ten percent (10%) or greater interest therein):

NAME	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____

(If additional space is needed for the inclusion of other stockholders or partners, type or print names and addresses of same on a separate sheet of paper and attach them to this Proposal).

CONTRACTOR: _____

BY: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

SIGNATURE: _____

BOROUGH OF CARTERET
PROPERTY REVALUATION PROGRAM
GENERAL PROVISIONS

1. Program Definitions:

The Company agrees to prepare and execute a complete program for revaluation of all properties within the confines of the BOROUGH OF CARTERET as illustrated on the Property Classification Schedule attached as Appendix A of this contract for use of the Borough Tax Assessor in accordance with this contract and the associated contract documents, all of which are annexed hereto and which form a part of this contract to be completed on or before November 1, 2011 exclusive of taxpayer reviews. All taxpayer reviews are to be concluded by January 10, 2012 and revisions completed so that the Borough Tax Assessor's book can be certified by February 15, 2012.

2. Scope of Services:

- a. The Company agrees to provide services necessary to classify and appraise each parcel of real estate and each real property improvement which lies within the boundaries of the Borough of Carteret at its fair market value according to N.J.S.A. 54:4-1et seq.
- b. The Company agrees to appraise all properties using the three approaches to value where applicable and to use acceptable methods, forms, and manuals authorized by the New Jersey Division of Taxation. The revaluation project shall be computer generated in accordance with the specifications outlined herein.
- c. The Company shall prepare a separate list of tax exempt properties indicating the full value of such property as if taxable.
- d. The Company shall be responsible for collecting Income and Expense information for all Class 4 Properties for 2012. Requests for Income and Expense information shall be mailed no later than October 1st of the year. 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 Tax Assessor's signature.
- e. The Company will acquaint the Borough Tax Assessor and staff, if any, in the use of procedures, standards and records used for making property appraisals in order that the Borough Tax Assessor's Office will be in a position to check the work as it progresses and apply the same to new or altered properties in subsequent assessments.
- f. Work shall be required to commence within thirty (30) days of the effective date of the awarding of this contract which is subject to State of New Jersey Division of Taxation's approval by the State of New Jersey Division of Taxation.

3. Contract Contingencies:

The award of a contract, pursuant to these specifications, is contingent upon approval by the Director of the State of New Jersey Division of Taxation.

The Company shall not have the authority to vary, alter, amend, or change this contract, or any part thereof, without the written consent of the Borough Tax Assessor and the BOROUGH OF CARTERET as well as written permission of the surety company and the Director of the Division of Taxation.

The Company shall not have the right to subcontract any portion or function of this contract, without receiving prior expressed written approval from the Borough Tax Assessor and the BOROUGH OF CARTERET.

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

4. Conflict of Interest:

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

The Company 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 Company for a period of three (3) years from the date of the full completion acceptance of this project.

5. Company Qualifications:

The Company 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 Company shall be approved by the Division of Taxation to perform revaluations in New Jersey.

The Company shall supply the Borough of Carteret with copies of financial statements as required.

6. Company Personnel:

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

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

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

Field personnel, building enumerators, and listers shall have a minimum of one hundred fifty (150) hours of in-service training pertaining to their particular phase of the work and shall be generally aware of other phases of the revaluation project prior to starting field

work. A minimum of six (6) listers shall be provided during the field data collection phase of this project so as to meet the project completion schedule as approved and other parts of this agreement. At least (or “a minimum”) one of the listers shall be designated for commercial properties. The Company shall submit a resume outlining the qualifications of each principal, supervisor, land valuator, and commercial, industrial, or multi-family valuator as well as field personnel assigned to this project.

The Company shall designate a qualified and responsible employee to supervise the operation of the Company’s staff for the entire project. (Complete Appendix B) There shall be one (1) supervisor for no more than six (6) field data collectors or part thereof. The supervisor shall have at least five (5) years of experience in mass appraisal work and at least three (3) years in the capacity of a reviewer. These designated individuals shall make themselves available to the Borough Tax Assessor for consultation throughout the project. Any change of a designated supervisor requires approval of the Borough Tax Assessor.

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

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

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

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

7. Office Space:

The Company must provide their own office space with the Borough of Carteret or if no space is available, within a municipality bordering the Borough of Carteret. The Company must provide a sufficient number of computer lines at their expense, if needed. The Company shall provide all the furniture, equipment, machines, and other items required in connection with this project at its own expense. This also relates to computer equipment for encoding.

The Company shall provide adequate telephone service throughout this project so as to handle any inquires by interested persons at the Company’s expense. The phone numbers must be local phone numbers not “main office” numbers or out of state numbers. Prior to

mailing notices of valuation the Company shall have at least two (2) manned-incoming telephone lines to accept inquiries from taxpayers. The Borough Tax Assessor shall be provided with a list of telephone numbers being used by Company personnel in order to maintain communications between all parties.

8. Submission of Work:

Periodically throughout this project, as data is collected and verified by the Company's supervisor(s), the Company shall enter the data into the computer system. Said computer system must be compatible with the MicroSystems-NJ, LLC, and must contain MODIV and CAMA file information for entering and use or must totally converted at the Company's expense and then submit a hard copy of the computerized data to the Borough Tax Assessor for his/her review. Any cost relative to this provision is at the exclusive expense of the Company. Said verification of compatibility of system shall be demonstrated before the project is started and signed off by the Borough Tax Assessor.

The Company shall include real property identification material on properly labeled individual property record cards in a format acceptable to and approved by the Borough Tax Assessor. Distinct property record cards (i.e. color) for each of the four classifications of real property shall be provided.

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

1. A scaled sketch of the exterior building dimensions
2. notations of significant building components
3. land and building characteristics and valuation, including number of units
4. identification of the person making the inspection and whether an interior inspection was obtained.

The Company shall be responsible for valuation of all construction up to and including the date of taxpayer hearings. If a building is under construction at the time of the field investigation, a notation to that effect shall be placed on the computerized appraisal system in order that it can be retrieved in an expeditious manner for further review. Prior to finalization of values, a field review shall be made of these incomplete property improvements. Upon review, if the construction is substantially completed for its intended use, the value shall be determined as if it were complete. Should construction remain incomplete, the Company shall consult with the Borough Tax Assessor to determine the procedure in order that the valuation is appropriate.

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

9. Program Progress Reports

The Company shall complete a schedule of all project work including projected dates completion to the Borough Tax Assessor prior to awarding contract (refer to Appendix D- Revaluation Compliance Plan Report) which is a part of this contract. Thereafter, on or before the 20th day of each month, a detailed status report and supporting documentation outlining progress shall be submitted to the Tax Assessor until completion and acceptance of the project. Computer generated spread sheets are to be used for this Compliance Plan report. Reports shall be made utilizing the forms attached to this

contract identified as Appendix E & G for payments for work completed. A Project Compliance Plan is as presented as Appendix D.

Liquidated damages of \$200.00 per day for any delays beyond ten (10) days in schedule shall be deducted for any balance due. The Company shall be notified by the Borough Tax Assessor in writing and given 10 days notice wherein to remedy any deficiencies and/or late reports (total of 10 days).

Monthly progress reports shall be filed directly to the Borough Tax Assessor at 20 Cooke Avenue, Carteret, NJ 07008 and a copy sent to the Borough Administrator.

10. Payment Schedule

The Company shall prepare a breakdown of functions to be carried out during this revaluation project and place a dollar value for each function which shall be subject to the approval of the Borough Tax Assessor and Mayor. This breakdown is outlined and attached to this contract as Appendix E with a summary sheet attached as Appendix G. This breakdown is a material part of this contract, shall be the basis for payments, and is to be completed as part of this executed contract document.

Billing for payment under this contract shall be made monthly and must be received by the Borough of Carteret on municipal vouchers on or before the first Friday of each month for payment by the end of each month. Payment will be made for work completed in accordance with the performance based payment schedule attached hereto as Appendix E. Billings properly filed and approved shall be processed and payment shall be mailed to the Company if found to be in order and approved.

Payments to be made to the Company under this contract shall be calculated by applying the appropriate dollar value to the work completed and accepted by the Borough Tax Assessor at the end of each payment period. The dollar values to be utilized are outlined in Appendix E 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 Borough Tax Assessor. The balance of the retainage (remaining 50%) shall be payable after the first year's County tax appeals are completed.

11. Liquidated Damages

Liquidated damages shall be two hundred dollars (\$200.00) for each calendar day beyond the completion date as outlined herein that any of the work remains not completed.

Completion is defined as all work finished including field inspections, calculations, informal hearings, hearing maintenance, and submission of all reports, as may be required during this revaluation project and the "Proof Book" being ready to be printed.

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

12. Insurance and Bonding

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

The Company shall provide comprehensive general liability and automobile liability insurance coverage with the Borough of Carteret named as co-insured. Limits of liability for both coverages shall be a minimum of \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury and \$250,000 property damage.

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

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

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

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

14. Interpretations of Specifications and Contract

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

15. Confidential Nature of Project

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

16. Public Relations

During the progress of this project, the Company and its employees will endeavor to promote understanding and amicable relations with taxpayers and the general public. The Company and the Borough of Carteret will endeavor to orient and educate all interested persons as to the revaluation project through newspaper articles, press conferences, public information mailings and meetings, and other publicity deemed necessary. Any informational materials shall be presented to the Borough Tax Assessor

for review prior to release. An initiate mailing shall be made, at the company's expense, to all property owners explaining the nature and purpose of the revaluation and setting forth a proposed date for the commencement of inspections in the municipality.

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

The employees of the Borough of Carteret and the Company shall work together to maintain the full cooperation of all taxpayers by treating each inquiry with courtesy and supplying all possible necessary information within statutory requirements and limits to every interested taxpayer; however, each field appraiser/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 in the time of the inspection and before finalizing the project. This restriction will be strictly adhered to and any violation will be just cause for the Borough Tax Assessor to request that the employee be removed from work on this project.

17. Materials and Information To Be Provided

The Borough of Carteret shall furnish the Company the following:

- a) Access to current property record information for the purpose of generating field sheets for verification of data by the field enumerators. This does not relieve the company's responsibility to field inspect all properties.
- b) Firm to keep record of prior use from old PRC to current based on physical inspection of property. Firm is to provide a report of all discrepancies pertaining to use and unit number to the assessor. This report shall deliver said reports to the Borough on a monthly basis.
- c) Two (2) large and four (4) small copies of the up-to-date tax map approved by the Director of the State of New Jersey, Division of Taxation or his or her designate indicating the real estate assessment numbering system for the purposes of developing a sales map and neighborhood delineation map and to assist field enumerators in locating properties; it should be noted that the tax maps may be "conditionally approved" which shall be considered acceptable for use in the valuation process.
- d) A copy of the MOD IV tape of current property records for all properties currently listed upon the tax records of the Borough of Carteret. This tape shall include the block, lot, additional lots, owner's name and address, property location, property classification, if needed.

- e) Access to zoning approvals and building permits as received or needed during the project from the planning board and building department respectively.
- f) Letters of introduction to facilitate the Company's access to properties for inspection and data collection purposes; and
- g) Any other data that may be secured from the Borough of Carteret subject to the approval of the Borough Tax Assessor to assist the Company to determine the full fair value of the real property to be valued.

18. Property Inspection

This contract requires the inspection and verification of 100% of the exteriors and an interior inspection rate 85% (dependent upon relevant statistical factors of the interiors of all properties within the Borough of Carteret. Refused entries shall be excluded from the count to arrive at the percentage of fully inspected properties required. A careful inspection of each parcel shall be made after 9:00 a.m. but before 5:00 p.m. on any day, Monday through Saturday. Existing property record data will be verified by the field enumerator.

A "door tag" or "door hanger," approved by the Borough Tax Assessor shall be left at the first visit.

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

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

In cases where no entry is possible after three attempts or an owner/occupant refuses to either set an appointment or allow entry to the premises, the Company shall make reasonable estimates of that property listing using professional appraisal methods. In no event shall a card be left requesting the owner/occupant to fill in information. The Company shall notify the Borough Tax Assessor in writing of these refusals and estimations by a monthly report.

The Company shall immediately notify the Borough Tax 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 Carteret Tax List.

The type of construction will be recorded by component parts such as, but not necessarily limited to, foundation, basement area, wall construction, roof, floors, interior finish, heating system, fireplaces, plumbing, fixtures, number of rooms, actual and effective age, physical condition, physical, functional and economic depreciation and/or appreciation, if applicable, general quality of construction, rent (if rented), and sales data.

Each property data 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 inspection. The signature of the party present at the time of inspection shall be requested and be a part of the inspection documentation.

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

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

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

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

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

19. Computer Requirements

The revaluation of all properties must be computer generated so that the data can be integrated into the computer mass appraisal system (CAMA). Compatibility of any computer system used in the process of accomplishing this revaluation must be demonstrated prior to the awarding of this contract. The Borough currently uses MicroSystems-NJ.

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

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

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

The Company shall update the current land and residential data base. The Company shall not have access to the commercial, industrial, special purpose, multi-purpose, multi-family and improved exempt as provided or if approved by the Tax Assessor.

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

20. Land Valuation

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

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

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

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

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

21. Residential Valuation

For the appraisal of residential properties, the Third Edition of the New Jersey Real Property Appraisal Manual 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, piers, piles and garages. The schedules shall show prices for various sizes as well as types and grades of construction. A cost conversion analysis shall be submitted to the assessor to justify the factor utilized to determine the

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

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

A certified letter, return requested, explaining the reasons for inspection shall be sent to all property owners that have refused the Company permission to inspect their property. A second regular letter shall be sent to those properties that were not inspected after three attempts to contact said owners. This is at the expense of the Company. Documentation is required to support the accomplishment of the entry inspection report.

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

Physical, functional and economic depreciation and/or appreciation observed by any data collector must be recorded separately on the data file *and explained in writing for each property*. The final net condition is to be reflected in the improvement calculation. The concept of effective age shall be used.

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

New digital photographs will be taken by the Company for all improved properties. Said photographs shall be properly and correctly identified using a digital, color camera and shall be prepared using equipment that allows for the inclusion of the date on each photograph. Photographs shall be attached to the MODIV and CAMA files for each property. Additionally residential or commercial structures on the same parcel shall be separately photographed.

22. Commercial, Industrial and Apartment Valuations

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

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

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

All properties that are 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 Company shall request income and expense statements on all class four (4) properties by certified mail, return receipt requested, pursuant to N.J.S.A 54:4-34 over the Borough Tax Assessor's signature. Mailing costs for these requests shall be at the Company's expense.

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

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

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

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

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

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

23. Land and Sales Mapping

During the course of this project, the Company shall prepare a land value sales map to be transmitted to the Borough Tax Assessor upon completion of this project for his/her future use.

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

24. Property Owner Notification and Review

A letter by the Company the wording of which shall be approved by the Borough Tax Assessor shall be mailed to all taxpayers as specified in the revaluation compliance work plan which is a part of this agreement.

Upon determination of property values the Company shall, at its own expense, notify each property owner of said valuation. Assessment notices shall not be sent out prior to November 15, 2011. This notice shall also advise the property owner of his/her right to attend an individual informal review of the valuation at a designated location within the Borough of Carteret. The Company shall schedule sufficient time to fully review and discuss the valuation with qualified Company personnel so as to complete informal reviews no later than February 15, 2012.

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

25. Records and Computations to Become Property of Borough of Carteret

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

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

26. Defense of Values

The Company shall assist the Borough Tax Assessor and the Borough of Carteret in defending all valuations rendered that may be appealed to the Middlesex County Board of Taxation during the tax year 2012, 2013, and 2014. Such assistance shall include

qualified expert personnel acceptable to the Borough Tax Assessor who are knowledgeable with and shall have inspected the properties subject to an appeal. This provision relates to the year of completion and the subsequent year (2012, 2013 and 2014), after acceptance of the project.

With respect to properties which may have valuations appealed to the Tax Court of New Jersey, the Company has attached a schedule of fees to be charged to prepare reports and appear in Tax Court to defend these appeals (Appendix F). Said fee schedule shall be predicated on the class of the property under appeal as well as the time involved and complexity of the appraisal assignment. The fee schedule shall include an hourly fee for appearances, as well as fees for the preparation of reports, as necessary. The Borough of Carteret reserves the right to accept in whole or in part the fee schedule attached to this contract as Appendix F, or to contract with another party for these services. Should the Borough of Carteret elect to accept the Company as the Company for these services, the Company shall assist the Borough Tax Assessor and the Borough of Carteret to defend all valuation appealed during the tax year the values are first established, 2012, pursuant to the fee schedule. Such assistance shall include qualified expert witnesses holding a commercial level designation of a State Certified General Appraisal license in New Jersey who is acceptable to the Borough Tax Assessor and who is knowledgeable with and shall have inspected the property subject to appeal.

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

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

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

The Company shall execute the Affirmative Action Agreement, which shall be incorporated herein by reference.

The Company shall submit Affirmative Action Form AA-201 (Initial Project Manning Report-Construction) and Affirmative Action Form AA-202 (Monthly Manning Report-Construction) prior to any payments being made under this agreement.

28. A laptop computer at least 14.1 inch with a minimum of 3GB of Ram installed with WI-FI capability. Either a MIFI or some type of cellular WWAN modem to be able to connect via the internet, vpn, etc., into the MicroSystems-NJ.

Director, Division of Taxation, State of New Jersey

DATE: _____

APPENDIX A
BOROUGH OF CARTERET
PROPERTY CLASSIFICATION SUMMARY

2011

<u>CLASS PROPERTY CLASSIFICATION</u>	<u>NUMBER OF LINE ITEMS</u>
1 VACANT LAND	<u>198</u>
2 RESIDENTIAL (4 FAMILY OR LESS)	<u>5,123</u>
3A FARM REGULAR	<u>0</u>
3B FARM QUALIFIED	<u>0</u>
4A COMMERCIAL	<u>155</u>
4B INDUSTRIAL	<u>79</u>
4C APARTMENTS/MULTIFAMILY	<u>15</u>
15A EXEMPT PUBLIC SCHOOL	<u>7</u>
15B EXEMPT OTHER SCHOOL	<u>0</u>
15C EXEMPT PUBLIC PROPERTY	<u>205</u>
15D EXEMPT CHARITABLE	<u>49</u>
15E EXEMPT CEMETERIES	<u>0</u>
15F EXEMPT MISC.	<u>94</u>
TOTAL	<u>5,925</u>

NOTE: THE PRICE SHALL BE BASED UPON THE ABOVE LINE ITEM COUNT, THE CONSOLIDATION OF ANY LINE ITEMS REQUIRED BY THE ASSESSOR WILL NOT BE USED TO ADJUST SAID PRICE AFTER THE EXECUTION OF THIS AGREEMENT.

APPENDIX A-1
BOROUGH OF CARTERET
REVALUATION PROJECT
SCHEDULE OF LINE ITEM FEES*

CLASS

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

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

THIS REPRESENTS NET CHANGES.

APPENDIX B
BOROUGH OF CARTERET
LIST OF SUPERVISOR(S) TO BE RESPONSIBLE (IN CHARGE) OF ENTIRE PROJECT
(PROVIDE SEPARATE FOLDER, IF NEEDED)

*NOTE: NO CHANGE IS TO BE MADE WITHOUT PRIOR APPROVAL FROM ASSESSOR
(REQUEST AND APPROVAL IN WRITING) AND OTHER'S, IF SO NEEDED.

APPENDIX C
BACKGROUND INVESTIGATION RELEASE
POLICE DEPARTMENT CONSENT FORM

The undersigned hereby authorized the Borough of Carteret or any of their agents, representatives, or employees to obtain information concerning my personal background, including my driving record or any criminal record I may have, whether by utilizing the resources of the Federal and State governments (including but not limited to the NCIC and SCIC computer networks) or any other investigative sources.

NAME (PLEASE PRINT OR TYPE)

DRIVER LICENSE NUMBER

SIGNATURE

DATE

WITNESS

APPENDIX D

BOROUGH OF CARTERET

CONTAINING: REVALUATION COMPLIANCE REPORT

BOROUGH OF CARTERET PAGE 1-5

(May consist of more than 5 pages covering period of project.)

APPENDIX E

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

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

7. RETAINAGE

NOTES: ITEMS 1 THROUGH 6 SUBJECT TO ADJUSTMENT OF MINUS (-) 10% FOR CONTRACT RETAINAGE.

- RETAINAGE REQUIRED IDENTIFIED IN CONTRACT. CONTRACT PRICE TO BE BROKEN DOWN BASED ON THE PERCENTAGES NOTED. COMPANY TO COMPLETE APPENDIX E BASED ON CONTRACT PRICE AND TO BE APPROVED BY BOROUGH TAX ASSESSOR AND MAYOR BEFORE ACCEPTANCE OF AGREEMENT.

APPENDIX F

BOROUGH OF CARTERET

REVALUATION PROJECT

SCHEDULE OF TAX COURT APPEAL FEES*

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

101 OR MORE UNITS _____

15 EXEMPT

*TO BE COMPLETED BY COMPANY AND PART OF AGREEMENT

APPENDIX G
MONTHLY BILLING SUMMARY*

Total Contract Amount \$ _____ Report Date _____
MONTH OF _____ BILL NUMBER _____

<u>PROJECT ELEMENT</u>	<u>AMOUNT REPORTED</u> <u>COMPLETE</u>	<u>SUBTOTAL</u>
<u>1.PLANNING AND ORGANIZATION</u> (SCHEDULE E TOTAL AMOUNT \$ _____)	_____ %	
<u>2.DATA COLLECTION</u>		
<u>A.RESIDENTIAL</u> (SCHEDULE E TOTAL AMOUNT # _____)	_____ %	
1.MEASURES _____ AT \$ _____	_____ %	
2.LISTED _____ AT \$ _____	_____ %	
3.DATA ENTRY _____ AT \$ _____	_____ %	_____
<u>B.COMMERCIAL /INCOME/EXEMPT</u> (SCHEDULE E TOTAL AMOUNTS _____)	_____ %	
1.MEASURES _____ AT \$ _____	_____ %	
2.LISTED _____ AT \$ _____	_____ %	
3.DATA ENTRY _____ AT \$ _____	_____ %	_____
<u>C.VACANT PARCELS</u>		
1.MEASURES _____ AT \$ _____	_____ %	
2.LISTED _____ AT \$ _____	_____ %	
3.DATA ENTRY _____ AT \$ _____	_____ %	_____
<u>3.ANALYSIS & VALUATION</u>		
<u>A.RESIDENTIAL/FARM</u>		
1.DATA ACCEPTANCE _____ AT \$ _____	_____ %	
2.INITIAL ANALYSIS _____ AT \$ _____	_____ %	
3.FINAL ANALYSIS _____ AT \$ _____	_____ %	_____
<u>B.COMMERCIAL/INCOME/EXEMPT/VACANT LAND</u> (SCHEDULE E TOTAL AMOUNT \$ _____)		
1.DATA ACCEPTANCE _____ AT \$ _____	_____ %	
2.INITIAL ANALYSIS _____ AT \$ _____	_____ %	
3.FINAL ANALYSIS _____ AT \$ _____	_____ %	_____

4. FIELD REVIEW (SCHEDULE E TOTAL AMT \$ _____)

A. RESIDENTIAL/FARM

(SCHEDULE E TOTAL AMOUNT \$ _____) _____ %

1. QUALITY CONTROL _____ AT \$ _____ _____ %

2. FIELD REVIEW _____ AT \$ _____ _____ %

3. FINAL REVIEW _____ AT \$ _____ _____ %

B. COMMERCIAL/INCOME/EXEMPT

(SCHEDULE E TOTAL AMOUNT \$ _____)

1. QUALITY CONTROL _____ AT \$ _____ _____ % _____

2. FIELD REVIEW _____ AT \$ _____ _____ % _____

3. FINAL REVIEW _____ AT \$ _____ _____ % _____

4. TAXPAYER HEARINGS SCHEDULE E- \$ _____ _____ % _____

5. PROJECT FINALIZATION SCHEDULE E- \$ _____ _____ % _____

6. RETAINAGE SCHEDULE E- \$ _____ _____ % _____

TO BE COMPLETED BY COMPANY
MONTHLY BILL: \$ _____

*TO BE COMPLETED WITH AGREEMENT
AND USED FOR MONTHLY BILLING