

September 8, 2017

Re: Request for Proposals – Implementation of a Full Municipal Wide
Revaluation for Tax Year 2019 – Borough of Dunellen

Dear Vendor:

The Borough of Dunellen is accepting proposals for a General Revaluation of all properties located within the boundaries of the Borough of Dunellen. The Borough intends to utilize a “Fair and Open” Procurement Process for the solicitation and award of contract for this service.

The performance of a complete revaluation of all real properties located within the Borough, as of October 1, 2018, is to be effective for the 2019 tax year.

All Revaluation Companies who submit a Proposal must be able to demonstrate that they are capable of completing the project so that the revaluation may be implemented for the 2019 tax year. **This is a material and essential component of the project.**

Standardized submission requirements and selection criteria are enclosed.

Sincerely,

William Robins
Borough Administrator

Enclosures

BOROUGH OF DUNELLEN

NOTICE TO BIDDERS FAIR AND OPEN PROCUREMENT PROCESS GENERAL REVALUATION SERVICES

The Borough of Dunellen (the "Borough") is soliciting proposals to perform or furnish the following general revaluation services, which are more fully described in the proposal packets available in the Purchasing Office of the Borough, Borough Hall, 355 North Avenue, Dunellen, New Jersey 08812, and which are available from said office weekdays between the hours of 8:30 am to 4:30 pm, telephone number 732-968-3033, e-mail wrobins@dunellenborough.com. Proposals must be submitted in the form provided in the proposal packet.

These proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. Sealed responses to these requests are required to be delivered to the Borough Clerk's Office, Borough Hall, 355 North Avenue, Dunellen, New Jersey 08812, **on or before 10:00 a.m., Tuesday, October 24, 2017**. The envelope containing a proposal shall be plainly marked on the outside of the sealed envelope to show the services for which the proposal is submitted (i.e. General Revaluation), as listed above.

At the designated time and place for the receipt of proposals, the Borough Clerk will publicly open and read the name and proposed fee for all the responses received.

All contracts pursuant to the fair and open process will be awarded by a majority vote of the Borough Council at a public meeting.

Persons awarded a contract under these procedures are required to comply with the requirements for Business Entity Disclosure Certification, Equal Employment Opportunity Laws and Regulations, N.J.S.A.10:5-31 et seq. and N.J.A.C.17:27, Americans With Disabilities Act of 1990, P.L. 2004 C19, "The New Jersey Local Unit Pay-to-Play" Law (N.J.S.A. 19:44-A-20.4 et seq.), and the New Jersey Campaign Contributions and Expenditure Reporting Act (N.J.S.A. 19:44A-1 et seq.). According to N.J.S.A. 40A:11-23, the Borough is prohibited from receiving bids on Mondays or any day directly following a State or Federal Holiday. These requirements and others are fully detailed in the proposal packets.

William Robins
Municipal Clerk

ATTENTION ALL VENDORS:

All Revaluation Companies must complete, execute and submit the “Documents Checklist” set forth below, and include completed and executed versions of all of the enumerated forms/items set forth below in order for their Proposal to be considered complete. All forms/items must be typewritten or written in ink. **ALL SUBMISSIONS MUST INCLUDE ONE (1) ORIGINAL COPY PLUS FIVE (5) COPIES.**

DOCUMENT CHECKLIST

(Check the box for each document that is enclosed)

Initial each item

(Vendor’s initials)

- | | | |
|--|--------------------------|-------|
| 1. Proposal Form to the Borough of Dunellen | <input type="checkbox"/> | _____ |
| 2. Non-Collusion Affidavit | <input type="checkbox"/> | _____ |
| 3. Stockholder Statement of Ownership | <input type="checkbox"/> | _____ |
| 4. Affirmative Action Documentation | <input type="checkbox"/> | _____ |
| 5. Statement of Qualifications | <input type="checkbox"/> | _____ |
| 6. Bid Bond | <input type="checkbox"/> | _____ |
| 7. Certificate or Consent of Surety | <input type="checkbox"/> | _____ |
| 8. Exceptions | <input type="checkbox"/> | _____ |
| 9. No Response Proposal Survey | <input type="checkbox"/> | _____ |
| 10. Appendix A (to proposed Contract) - Property Classification & Line Items | <input type="checkbox"/> | _____ |
| 11. Appendix B (to proposed Contract) – Revaluation Compliance Report | <input type="checkbox"/> | _____ |
| 12. Appendix C (to proposed Contract) – Breakdown of Major Tasks/Payment Schedules | <input type="checkbox"/> | _____ |
| 13. Appendix D (to proposed Contract) – Monthly Billing Summary | <input type="checkbox"/> | _____ |
| 14. Appendix E (to proposed Contract) - Schedule of Tax Court Appeal Fees | <input type="checkbox"/> | _____ |
| 15. Appendix F (to proposed Contract) – List of Supervisors | <input type="checkbox"/> | _____ |

- 16. Appendix G (to proposed Contract) – Consent to Investigation ? _____
- 17. Appendix H (to proposed Contract) – Schedule of Completion ? _____
- 18. Listing of Subcontractors* ? _____
- 19. List of all key employees as of date of Proposal indicating and educational background* ? _____
- 20. List of current revaluation or reassessment projects under Contract indicating Contract completion date* ? _____
- 21. List of revaluation and reassessment project Proposals submitted to Municipalities within the past six months* ? _____
- 22. Copies of Financial Statements from the last two years* ? _____
- 23. If applicable, Vendor’s acknowledgment of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or Proposal document(s)* ? _____
- 24. State of NJ Business Registration Certificate* ? _____
- 25. A statement of whether any litigation involving the firm’s performance under a revaluation or reassessment Contract has occurred during the past five years and, if so, explain in detail the nature of such litigation and the results thereof.* ? _____
- 26. List of revaluations & reassessments performed within the past 5 years, and highlight any such that were performed in Middlesex County.* ? _____
- 27. Percentage of Tax Appeals in the past 10 years filed in the first and/or second years after a revaluation or reassessment by your firm was implemented. The percentage should be based upon the total number of appeals filed in those years out of the total number of line items.* ? _____

Name of Corporation, Partnership Entity or Individual

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

Signature of Authorized Representative

Date

NOTES:

- 1. ANY CORRECTIONS, ADDITIONS OR DELETIONS TO THE FORMS PROVIDED SHALL BE INITIALED AND DATED.**

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

PROPOSAL FORM

BOROUGH OF DUNELLEN

REVALUATION PROJECT – GENERAL REVALUATION SERVICES

As of October 1, 2018 to be Effective For the 2019 Tax Year

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

Insert Revaluation Company Name

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

(\$ _____)

DOLLARS

(Written Dollar Amount)

THIS PROPOSAL IS SUBMITTED TO THE BOROUGH OF DUNELLEN ON:

DATE: _____

BY: _____

SIGNED BY: _____

TITLE: _____

COMPLETION DATE: _____

OFFICIAL USE ONLY

COMPLY: _____

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF _____

ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____, of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position)
(name of firm)

_____ the bidder making this Proposal for the bid entitled Implementation of a Full Municipal Wide Revaluation for Tax Year 2019 – Borough of Dunellen and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Borough of Dunellen 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.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

(name of firm)

Signature

Type or print name of affiant under signature

Subscribed and sworn to
Before me this day
_____, 20_____
Notary Public of New Jersey
My Commission expires _____
(seal)

DISCLOSURE OF OWNERSHIP

N.J.S.A. 52:25-24.2 reads in part that “no corporation or partnership shall be awarded any contract by the State, County, Municipality or School District, or any subsidiary or agency thereof, unless prior to the receipt of the submission of the corporation or partnership, there is provided to the public contracting unit a statement setting forth the names and addresses of all individuals who own 10% or more of the stock or interest in the corporation or partnership.”

- 1) If the Revaluation Company is a *partnership*, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
- 2) If the Revaluation Company is a *corporation*, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
- 3) If a corporation owns all or part of the stock of the Revaluation corporation or partnership providing the submission, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.
- 4) If the Revaluation Company is other than a corporation or partnership, the Revaluation Company shall indicate the form of corporate ownership as listed below.

COMPLETE ONE OF THE FOLLOWING STATEMENTS:

- I. Stockholders or Partners owning 10% or more of the Revaluation Company providing the submission:**

NAME: _____ ADDRESS: _____

- II. No Stockholder or Partner owns 10% or more of the Revaluation Company providing this submission:**

SIGNATURE: _____ DATE: _____

- III. Submission is being provided by an individual who operates as a sole submission:**

SIGNATURE: _____ DATE: _____

- IV. Submission is being provided by a corporation or partnership that operates as a (check one of the following):**

<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Limited Liability Corporation
<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Subchapter S Corporation
SIGNATURE: _____	DATE: _____

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

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

The successful Revaluation Company shall submit to the BOROUGH OF DUNELLEN after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

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

OR

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

OR

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

The successful Revaluation Company may obtain the Employee Information Report (AA302) from the BOROUGH OF DUNELLEN during normal business hours.

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

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

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

REVALUATION COMPANY: _____
SIGNATURE: _____ PRINT NAME: _____
TITLE: _____ DATE: _____

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the Revaluation Company agrees as follows:

The Revaluation Company 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 Revaluation Company 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 Revaluation Company 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 Revaluation Company or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Revaluation Company, 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 Revaluation Company 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 Revaluation Company's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Revaluation Company 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 Revaluation Company 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 Revaluation Company or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor union, 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 Revaluation Company or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the Revaluation Company 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 Revaluation Company 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 AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The Revaluation Company and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

REVALUATION COMPANY INFORMATION FORM

If the Revaluation Company is an *INDIVIDUAL*, sign name and give the following information:

Name: _____
Address: _____
Telephone No.: _____ Social Security No.: _____
Fax No.: _____ E-Mail: _____
If individual has a *TRADE NAME*, give such trade name:
Trading As: _____ Telephone No.: _____

If the Revaluation Company is a *PARTNERSHIP*, give the following information:

Name of Partners: _____
Firm Name: _____
Address: _____
Telephone No.: _____ Federal ID No.: _____
Fax No.: _____ E-Mail: _____
Social Security No.: _____
Signature of authorized agent: _____

If the Revaluation Company is *INCORPORATED*, give the following information:

State under whose laws incorporated: _____
Location of principal office: _____
Telephone No.: _____ Federal ID No.: _____
Fax No. _____ E-Mail: _____

Name of agent in charge of said office upon whom notice may be legally served:

Telephone No.: _____ Name of Corporation: _____
Signature: _____ By: _____
Title: _____ Address: _____

INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

Certificate(s) of Insurance shall be filed with the Purchasing Office upon award of contract by the Borough Council. Same shall evidence coverage as required by the Project Specific Specifications and/or the Contract, shall name the Borough as an additional insured and shall provide 30 days written notice before cancellation or material modification.

The minimum amount of insurance to be carried by the Revaluation Company shall be as set forth in the Project Specific Specifications and/or the Contract.

Acknowledgement of Insurance Requirement:

(Signature)

(Date)

(Print Name and Title)

ACKNOWLEDGMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORM

I, _____ of the firm _____
_____ hereby acknowledge that any
corrections, additions and/or deletions have been initialed and dated in this
submission package.

(Signature)

(Type or print name of affiant and title under signature)

(Date)

ATTENTION ALL PROFESSIONAL SERVICE ENTITIES

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

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

P.L. 2009, c.315 (A-557/S2366): Reforms Business Registration Certificate Filing: permits filing prior to award of contracts if not filed with bid. Effective with bids received and contracts awarded after January 18, 2010.

- The law now allows the Business Registration Certificate to be filed anytime prior to award of the contract and the bidder had to have obtained the Business Registration Certificate prior to receipt of bids.

Further information may be obtained by visiting the following web site at the State of New Jersey: www.nj.gov/treasury/revenue/busreqcert.htm

Goods & Services Contracts (including purchase orders):

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

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none were used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

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

The REVALUATION COMPANY (herein referred to as either REVALUATION COMPANY OR CONTRACTOR) and the BOROUGH OF DUNELLEN (herein referred to as the BOROUGH) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 ("The Act") (42 U.S.C.S. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the BOROUGH pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the Borough in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the BOROUGH, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violations. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the BOROUGH'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the BOROUGH, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the BOROUGH or if the BOROUGH incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

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

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bid/Proposal Number: _____

Bidder/Offeror: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012,c.25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the State of New Jersey, Department of Treasury’s Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey’s website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder’s proposal non-responsive. If the Borough of Dunellen finds a person or entity to be in violation of law, the Borough shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c.25, that neither the bidder listed above nor any of the bidder’s parents, subsidiaries, or affiliates is listed on the N.J.Department of the Treasury’s list of entities determined to be

- engaged in prohibited activities in Iran pursuant to P.L.2012,c.25 (“Chapter 25 List”). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department’s Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part

- 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

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

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. FOR ADDITIONAL ENTRIES, PLEASE ATTACH A SEPARATE PIECE OF PAPER.

Name _____	Relationship to Bidder/Offeror _____	Description _____	of _____	Activities

Duration of Engagement _____				
Anticipated Cessation Date _____				
Bidder/Offeror Contact Name _____				
Contact Phone Number _____				

PLEASE SIGN FOR PART 1 AND/OR PART 2:

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Borough of Dunellen is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Borough to notify the Borough in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Borough of Dunellen and that the Borough at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____
Signature: _____

Title: _____
Date: _____

BOROUGH OF DUNELLEN
QUALIFICATIONS – GENERAL REVALUATION SERVICES

The Vendor is required to state in detail, in the space provided below, what work of a character similar to that in the proposed Contract it has done, to give references and such other detailed information that will enable the Borough of Dunellen to judge its responsibility, experience, skill and financial standing.

This statement shall include the following:

Evidence that the Vendor maintains a permanent place of business, list of personnel and equipment available for the work under the proposed Contract, together with statement as to Vendor having suitable financial status to meet obligations incidental to the work and evidence that the Vendor has appropriate technical experience in revaluation work for New Jersey municipalities.

FORM OF BID BOND
(To accompany Bid Proposal)

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,
_____ as principal; and _____
as surety, are hereby held and firmly bound unto the Borough (hereinafter referred to as the
"Borough"), in the sum of _____ (\$_____) (10% of the
Proposal Amount, Not to Exceed \$20,000.00) 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 _____ 2017.

The conditions of the obligations are such that whereas the principal has submitted to
the Borough a certain Proposal, attached hereto and made a part hereof, to enter into a
Contract in writing for the provision of General Revaluation Services for Tax Year 2019.

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
and performance bond and labor and material payment bond in the form required
in the Instructions to Vendors (all properly completed in accordance with said
Proposal) within 10 days after the Borough has notified the principal of the
acceptance of its 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. *(To be accompanied by the usual proof of authority of officers of Surety Company to execute the same.)*

Vendor
ATTEST: _____
By:

Signature

As to Principal (Secretary of Corporation)
Printed Name

SEAL

Title

Surety

As to Surety

By: _____

Signature

Printed Name

Title

FORM OF CONSENT OF SURETY

Complete Revaluation of All Real Properties within the Borough of Dunellen, New Jersey (the "Borough"), as of October 1, 2018, to be Effective for the 2019 Tax Year.

VENDOR: _____
SURETY: _____
ADDRESS: _____
PHONE: _____

The undersigned consents and agrees that if the Contract which is the subject of the above named Proposal is awarded to the above named Vendor, it will become bound as surety and guarantor for its faithful performance, and will execute a Performance Bond in the form specified in the Instructions to Vendors, said Bond to be in an amount equal to one hundred (100%) percent of the Contract price and to be continued so as to indemnify the Borough against loss due to the failure of the Vendor to meet the stipulation of the Performance Bond and a bond for payment for labor and materials, to guarantee payment of all persons performing or furnishing labor or materials for performance of said Contract, said Bond also to be in an amount equal to one hundred percent of the Contract price.

The undersigned further consents and agrees that if the aforesaid Contract is awarded to the above named Vendor, it will become bound as surety and guarantor for a guaranty bond for the faithful performance of the Contract provisions relating to the repair and maintenance of the work of the project during the term of the bond as provided for in the specifications.

IN WITNESS WHEREOF, said surety has set its seal and caused these presents to be signed by

its duly authorized officers this _____ day of _____, 2017.

ATTEST:

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 DUNELLEN

EXCEPTIONS

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

The **BOROUGH OF DUNELLEN** reserves the right to accept or reject proposals and to award the contract based on the best interest of the Borough. That expressly includes the acceptance and/or rejection of proposals based upon the nature and scope of any proposed Exceptions. If there are NO EXCEPTIONS, state NONE.

1.

2.

SUBMITTED BY: _____
(Signature)

(Print Name) _____ (Title) _____

DATED: _____

BOROUGH OF DUNELLEN
NO RESPONSE PROPOSAL SURVEY

PROPOSAL TITLE: GENERAL REVALUATION SERVICES - 2019

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

Name of Revaluation 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) _____

BOROUGH OF DUNELLEN

STANDARDIZED SUBMISSION REQUIREMENTS AND SELECTION CRITERIA **(APPLICABLE TO GENERAL REVALUATION SERVICES - 2019)**

FAIR AND OPEN PUBLIC SOLICITATION PROCESS FOR PROFESSIONAL AND OTHER SERVICES

The Borough of Dunellen is seeking sealed submissions in response to a Public Notice for the Solicitation of Professional and Other Service Agreements (here, for General Revaluation Services for the 2019 Tax Year).

The selection criteria to be used in awarding contracts shall include, in ranked order:

1. The name and qualifications of the individual(s) who will perform the services;
2. Experience and reputation in the particular field of endeavor;
3. Ability to perform the required services in a timely manner so as to ensure a complete revaluation of all property within the Borough in time for the 2019 Tax year (including familiarity with the subject matter, attendance at meetings, etc.);
4. Competitiveness of Cost Proposal for Project; and
5. Other factors, if determined to be in the best interests of the Borough.

Award of Contract

- A. The Borough reserves the right to accept or reject any or all bids, to waive identified irregularities and technicalities, and to award in whole or in part, if it is the best interest of the Borough to do so, the above selection criteria and other factors considered. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected.
- B. The Borough further reserves the right to award each item separately to the bidder meeting the specifications, or to make an award based on the total bid to the bidder whose bid meets the specifications, whichever in the awarding authorities' opinion is in the best interest of the Borough, the above selection criteria and other factors considered. Without limiting the generality of the foregoing, the Borough reserves the right to award a contract based on either option that may be described in the bid proposal or based on any combination thereof, the above selection criteria and other factors considered.
- C. The Borough reserves the right to award equal or tie bids at its discretion to any one of the tie bidders, the above selection criteria and other factors considered.

- D. Should the bidder, to whom the contract is awarded, fail to enter into a contract, the Borough may then, at its option, accept the bid of the next responsible bidder, the above selection criteria and other factors considered.

Please Note this Additional Requirement:

Professional services entities shall submit one (1) original and five (5) additional sets of their sealed submission on or before **10:00 a.m. – Tuesday, October 24, 2017.**

PROJECT SPECIFIC SPECIFICATIONS

1B.1 RECEIPT OF PROPOSALS.

1B.1.1 OWNER AND PROJECT.

The Borough of Dunellen, Middlesex County, New Jersey (hereinafter the "Borough") hereby invites responses to this Request for Proposals for the Revaluation 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 the 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 document, as well as being interviewed by the Assessor, if necessary.

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

1B.2.1 EXPERIENCE AND CAPITAL REQUIRED.

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

1B.2.2. UNSATISFACTORY PAST PERFORMANCE.

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

1B.3 PREVAILING WAGE.

1B.3.1 REQUIREMENTS OF LAW.

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

1B.4 PREPARATION OF PROPOSALS.

1B.4.1 COMPLETION AND SUBMISSION OF PROPOSALS.

Each Proposal must be submitted in accordance with the requirements set forth herein. All prices and amounts must be written in ink, or preferably, typewritten. All erasures or corrections must be initialed by each signatory to the Proposal. Each Proposal shall be addressed to **William Robins, Borough Administrator, Borough of Dunellen, Borough Hall, 355 North Avenue, Dunellen, NJ 08812**, and said envelope shall specify the project for which the Proposal is submitted (i.e., "General Revaluation – Tax Year 2019"), and must be delivered at the place and time designated for receipt of Proposals, as set forth in the Notice, or mailed so as to be received on or before the date and time specified in said Notice.

1B.4.2 ERRORS IN PROPOSALS.

In the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern, or if between the correct sum of the extended totals and the total Proposal submitted, the correct sum

extended total shall govern. Amounts written in words shall govern over the amounts given in numerals.

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

1B.4.3 TIME FOR AWARD OF CONTRACT.

The Contract shall be awarded or all Proposals 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 in a lawful manner, and State and County Tax Board approval has been received.

1B.5 PERFORMANCE SECURITY.

1B.5.1 SECURITY REQUIRED.

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

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

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

1B.6 MODIFICATIONS OF PROPOSALS.

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

1B.7 REJECTION OF PROPOSALS.

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

1B.7.2 MULTIPLE PROPOSALS NOT ALLOWED.

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

1B.7.3 RIGHT TO WAIVE INFORMALITIES RESERVED.

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

1B.8 APPLICABLE LAWS.

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

1B.9 PAYMENT.

Bills are publicly approved at regular Borough Council meetings, and are processed in accordance with the Borough's usual procedures for vendor payments.

In order for a voucher to be placed on the agenda at said meetings for approval, they must be submitted to the Borough's Finance Department, be signed by all the appropriate Borough officials, and be presented to the Chief Financial Officer no later than 10 days prior to the meeting. There are no exceptions to this rule.

1B.10 INDEMNIFICATION AGAINST CLAIMS.

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

1B.11 PATENT CLAIMS.

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

1B.12 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 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, 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 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 are exempt from taxation, either State or Municipal and also from Federal taxation, including excise tax, Tax Exemption.

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

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

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

1B.13 REVIEW OF PROPOSALS.

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

- (1) The name and qualifications of the individual(s) who will perform the services.
- (2) Experience and reputation in the particular field of endeavor.
- (3) Ability to perform the required services in a timely manner so as to ensure a complete Revaluation of all property within the Borough in time for the 2019 Tax Year (including familiarity with the subject matter, attendance at meetings, etc.).
- (4) Competitiveness of Cost Proposal for the Project.
- (5) Other factors, if determined to be in the best interests of the Borough.

A copy of the "Proposal Evaluation Form" to be utilized by the Borough to evaluate the responses received is attached hereto. The "Possible Points" column set forth in the attached "Proposal Evaluation Form" identifies the weight to be ascribed to each category included as part of the Evaluation Criteria, in ranked order as above indicated.

Following receipt, Proposals will be evaluated and ranked by a Review Committee consisting of the following Borough officials: Tax Assessor, Borough Administrator, Chief Financial Officer and the Borough's legal Counsel. The Review Committee shall determine the number of points to be awarded to each Vendor for each category from the total number that is available per category. A higher number of points indicates that the Vendor's Proposal, per category, is considered to be more advantageous to the Borough, and a lower number of points is considered to be less advantageous to the Borough.

EVALUATION SHEET

Evaluation Criteria	Awarded Points	Remarks of Review Committee
The name and qualifications of the individual(s) who will perform the services.		
Experience and reputation in the particular field of endeavor.		
Ability to perform the required services in a timely manner so as to ensure a complete Revaluation of all property within the Borough in time for the 2019 Tax Year (including familiarity with the subject matter, attendance at meetings, etc.).		
Competitiveness of Cost Proposal for the Project.		
Other factors, if determined to be in the best interests of the Borough.		
TOTAL		

1B.14 FACSIMILE DOCUMENTS SUBMITTED IN A PROPOSAL.

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

1B.15 INSURANCE REQUIREMENTS.

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

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

The policies should be endorsed to provide the Borough with 30 days notice of cancellation or material modification.

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

All of the Vendor's insurance shall contain provisions indemnifying and saving harmless the Borough and its agents from and against any and all liability of whatever nature arising from the work to be performed under the Contract, including attorney's fees and costs in connection with the defense of such claims.

The 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 sub-let, 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 a minimum of \$1,000,000

2. COMPREHENSIVE GENERAL LIABILITY INSURANCE.

Limits shall be a minimum of \$1,000,000 Combined single limit, with a \$2,000,000 aggregate. The Certificate of Insurance must indicate coverage at the above limits for:

- A. Independent Contractor (if any).
- B. Completed Operations.
- C. Waiver of subrogation in favor of the Borough.

3. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE.

Limits shall be a minimum of \$1,000,000 CSL, \$1,000,000 per occurrence. The Certificate of Insurance must indicate coverage at the above limits for:

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

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

BOROUGH OF DUNELLEN

**IMPLEMENTATION OF A FULL MUNICIPAL WIDE REVALUATION
FOR TAX YEAR 2019**

CONTRACT FOR COMPLETE REVALUATION OF ALL REAL PROPERTIES,
AS OF OCTOBER 1, 2018,
TO BE EFFECTIVE FOR THE 2019 TAX YEAR

THE BOROUGH OF DUNELLEN
a Municipal Corporation of the State of New Jersey
355 North Avenue
Dunellen, NJ 008812
(hereinafter "Borough" or "BOROUGH OF DUNELLEN");

AND

(hereinafter the "Revaluation Company")

REVALUATION PROGRAM GENERAL PROVISIONS

1. Program Definitions:

The Revaluation Company agrees to prepare and execute a complete program for revaluation of all properties within the confines of the BOROUGH OF DUNELLEN, 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, the associated contract documents, the Request for Proposals and the Revaluation Company's response thereto, all of which are annexed hereto and which form a part of this contract, to be completed on or before August 1, 2018 exclusive of taxpayer reviews. All taxpayer reviews are to be concluded by October 1, 2018 and revisions completed so that the Borough Tax Assessor's book can be certified by January 10, 2019.

2. Scope of Services:

- a. The Revaluation 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 Dunellen at its fair market value according to N.J.S.A.54:4-1et seq.
- b. The Revaluation 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. **Photographs of the exterior front and rear of**

each property will also be taken and submitted to the Tax Assessor.

- c. The Revaluation Company shall prepare a separate list of tax exempt properties indicating the full value of such property as if taxable.
- d. The Revaluation Company shall be responsible for collecting Income and Expense information for all Class 4 Properties for 2019. Requests for Income and Expense information shall be mailed no later than July 1st of the year. The request shall provide a copy of *N.J.S.A. 54:4-34* (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 Revaluation Company will acquaint the Borough Tax Assessor and staff 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 approval by the State of New Jersey Division of Taxation. Upon such approval by the Division, the Borough will then issue a Notice to Proceed to the Revaluation Company, which shall direct the commencement of work hereunder.

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 Revaluation 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 DUNELLEN as well as written permission of the surety company and the Director of the Division of Taxation.

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

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

4. Conflict of Interest:

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

Neither the Firm nor any of its members, employees, officers or stockholders shall represent any property owner or taxpayer filing a tax appeal in the County of Middlesex during the term of the Agreement, nor shall they be so engaged while the revaluation assessment remains unchanged.

5. Revaluation Company Qualifications:

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

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

6. Revaluation Company Personnel:

Principals of the Revaluation 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 Revaluation 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. At least (or "a minimum") one of the listers shall be designated for commercial properties. The Revaluation 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 Revaluation Company shall designate a qualified and responsible employee to supervise the operation of the Revaluation 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 and the County Board of Taxation.

The Revaluation Company shall have the proven ability to accommodate the bilingual needs (English/Spanish) of Spanish speaking residents. Samples of bilingual printed materials like brochures, door-hangers, and notices for mailing should be provided, as well as the Name, Title, and Years of revaluation Experience for each bilingual (English/Spanish) employee on staff who will be available for this project.

The Revaluation Company shall obtain a photographic 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 Revaluation 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 Revaluation 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 Revaluation 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 G. 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 Revaluation Company.

Upon written notice to the Revaluation 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 Revaluation Company must provide its own office space with the Borough of Dunellen or if no space is available, within a municipality bordering the Borough of Dunellen. The Revaluation Company must provide a sufficient number of computer lines at their expense, if needed. The Revaluation 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 Revaluation Company shall provide adequate telephone service throughout this project so as to handle any inquires by interested persons at the Revaluation Company's expense. The phone numbers must be local phone numbers not "main office" numbers or out of state numbers. The Borough Tax Assessor shall be provided with a list of telephone numbers being used by Revaluation 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 Revaluation Company's supervisors), the Revaluation Company shall enter the data into the computer system. Said computer system must be compatible with the Vital System, and must contain MODIV and CAMA file information for entering and use or must be totally converted at the Revaluation 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 Revaluation Company. Said verification of compatibility of system shall be

demonstrated before the project is started and signed off by the Borough Tax Assessor.

The Revaluation 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 Revaluation 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 Revaluation Company shall consult with the Borough Tax Assessor to determine the procedure in order that the valuation is appropriate.

The Revaluation 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

In order to meet the required schedule, the Revaluation Company has agreed to complete the revaluation in accordance with the timeframes set forth in Appendix H. In the event that any Revaluation Company caused delay denies the implementation of the revaluation, it is the sole responsibility of the Revaluation Company, **without cost to the Borough**, to update all data, value, and other items required to finalize the project in the following year, and the Borough reserves the right to seek monetary damages caused by any such failure to implement in a timely manner.

The Revaluation Company shall complete a schedule of all project work including projected dates for completion to the Borough Tax Assessor prior to awarding contract (refer to Appendix B - Revaluation Compliance Plan Report, and Appendix H – Schedule of Completion), 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 D for payments for work completed. A Project Compliance Plan is as presented as Appendix B.

Liquidated damages of \$200.00 per day for any delays beyond ten (10) days in schedule shall be deducted from any balance due. The Revaluation 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, 355 North Avenue, Dunellen, NJ 08812 and a copy sent to the Borough Clerk.

10. Payment Schedule

The Revaluation 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 C. 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 Dunellen 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 D. Billings properly filed and approved shall be processed and payment shall be mailed to the Revaluation Company if found to be in order and approved.

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

The Revaluation Company shall provide comprehensive general liability and automobile liability insurance coverage, along with any other required insurance coverage per this Contract and/or the Project Specific Specifications, with the Borough of Dunellen named as co-insured. Limits of liability for general liability and automobile liability insurance 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 its delivery of the executed contract, the Revaluation Company 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 Revaluation 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 Dunellen prior to the commencement of any work under this contract.

13. Right to Terminate

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

Thereafter, the Borough of Dunellen 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, Revaluation Company, or corporation, other than the Borough Tax Assessor, the Borough of Dunellen, 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 Revaluation Company and its employees will endeavor to promote understanding and amicable relations with taxpayers and the general public. The Revaluation Company and the Borough Dunellen 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. Prior to commencement of Revaluation, the Revaluation Company will hold at least two (2) public meetings to help educate and answer questions by the residents of Dunellen. These meetings will take place in the Borough of Dunellen Council Chambers located at 355 North Avenue, Dunellen, NJ or any other area designated by the Borough. Any informational materials shall be presented to the Borough Tax Assessor for review prior to release. An initial mailing shall be made, at the Revaluation 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. The Revaluation 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 Dunellen where possible and deemed appropriate by the Borough Tax Assessor. The Vendor must be available to assist the Borough in a minimum of two (2) public information meetings during the course of the project. Additional meetings may be required at the discretion of the Borough and the Borough Tax Assessor.

The employees of the Borough of Dunellen and the Revaluation 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 Dunellen shall furnish the Revaluation Company with the following:

- a) Two (2) large and four (4) small copies of the up-to-date tax map approved by the Director of the State of New Jersey, Division of Taxation or his or her designate indicating the real estate assessment numbering system for the purposes of developing a sales map and neighborhood delineation map and to assist field enumerators in locating properties; it should be noted that the tax maps may be "conditionally approved" which shall be considered acceptable for use in the valuation process.
- b) A copy of the MOD IV tape of current property records for all properties currently listed upon the tax records of the Borough of Dunellen. This tape shall include the block, lot, additional lots, owner's name and address, property location, property classification, if needed.
- c) Access to zoning approvals and building permits as received or needed during the project from the Municipal Land Use Board, Zoning Officer and building department respectively.
- d) Letters of introduction to facilitate the Revaluation Company's access to properties for inspection and data collection purposes.
- e) Any other data that may be secured from the Borough, subject to the approval of the Borough's Assessor, to assist the Revaluation 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 of 100% (dependent upon relevant statistical factors of the interiors of all properties within the Borough of Dunellen). This will include any and all Condominium Units located within the Borough of Dunellen. 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., or during evening hours as necessary, 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 requests the owner/occupant to either return the card or telephone a given number to arrange for an interior inspection, including during evening hours as necessary. 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 Revaluation 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 Revaluation Company shall notify the Borough Tax Assessor in writing of these refusals and estimations by a monthly report.

The Revaluation 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 Dunellen 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 Revaluation Company's listings, the Revaluation 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 Dunellen to verify that inspections are being conducted in the appropriate manner. The Tax Assessor or his designee may accompany the Revaluation 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 Revaluation Company, shall require an audit trail and shall be field reviewed by the Revaluation 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 Revaluation 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 Revaluation 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 Vital Resources-NJ.

It shall be the Revaluation Company's exclusive responsibility to ensure compatible and actual operation of any computer system that the Revaluation 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 Revaluation Company shall update the current land and residential data base. The Revaluation Company shall not have access to the commercial, industrial, special purpose, multi-purpose, multi-family, residential single family and improved exempt property records as provided or if approved by the Tax Assessor. It is imperative that all data is collected by the revaluation firm and not from any old property record cards or data currently in the Office of the Dunellen Tax Assessor due to the possibility of incorrect information in the current records.

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

20. Land Valuation

The Revaluation 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 Revaluation 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 for 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 Revaluation Company shall establish site values for each parcel within the Borough of Dunellen, 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/FEMA designation and/or restriction, and hazard areas, wetlands, right of ways, and easements, riparian rights and leases, etc., all as and if applicable.

The Revaluation Company should be aware that there are many properties in the Borough which lie within FEMA designated flood zones. There are approximately three hundred and twenty five (325) such properties, as noted on Appendix I hereto. The Borough is actively working with FEMA to have FEMA re-do the Borough's flood maps, to remove these properties from such designation. The Borough contemplates undertaking certain culvert and related infrastructure improvements which, it believes, will mitigate against flood designation of these properties. However, the Borough is not likely to finish the contemplated culvert projects in time to have FEMA re-do the flood maps before the subject revaluation is undertaken.

Notwithstanding the foregoing, all properties presently situated in FEMA designated flood areas are to be assigned by the Revaluation Company a value reflecting their current state. Insofar as subsequent value adjustments may be needed due to FEMA changes in flood designation, the cost of providing adjustments for such properties should be accounted for in the Revaluation Company's proposal (and reflected in Appendix E), and reflected in its compliance plan appended hereto as Appendix B.

Conservation easements, common areas and wetlands are to be valued uniformly throughout the Borough of Dunellen, 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 Revaluation Company shall verify all land dimensions against the Borough of Dunellen 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 Revaluation 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 Revaluation 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 Revaluation 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 Revaluation 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 Revaluation 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 Revaluation Company that was responsible for establishing value shall be in attendance at each informal hearing.

New digital photographs will be taken by the Revaluation 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.

Any properties (no matter the class) subject to PILOT agreements are to be assessed according to current market value. Special attention should be taken to properties in this category.

22. Commercial, Industrial and Apartment Valuations

For the appraisal of commercial, industrial and apartment properties, the Third Edition of the New Jersey Real Property Appraisal Manual and Marshall & Swift 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 Revaluation 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 Revaluation 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 Revaluation 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 Revaluation Company's expense.

The Revaluation 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 Revaluation 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 Revaluation 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 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 Revaluation 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 Revaluation Company shall, at its own expense, notify each property owner of said valuation. Assessment notices shall not be sent out prior to November 7, 2018. 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 Dunellen. The Revaluation Company shall schedule sufficient time to fully review discuss the valuation with qualified Revaluation Company personnel so as to complete informal reviews no later than December 8, 2018.

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 Revaluation Company, of the results of their valuation review in writing within three (3) weeks of the conclusion of all reviews.

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

Upon conclusion of all property owner reviews and acceptable revisions, the Revaluation 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 Revaluation Company

pertaining to any appraisal of property in the Borough of Dunellen if not previously requested and received. No material shall be retained by the Revaluation 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 Revaluation Company shall assist the Borough Tax Assessor and the Borough of Dunellen in defending all valuations rendered that may be appealed to the Middlesex County Board of Taxation and the Tax Court of NJ during the three (3) tax years following completion of the work hereunder, inclusive of the revaluation tax year and the two (2) tax years immediately subsequent thereto. 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, as indicated, relates to the year of completion, and the two (2) subsequent years after acceptance of the project. The defense of appeals to the Tax Court of NJ 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.

The Revaluation Company shall attach a schedule of fees for defense of Tax Court Appeals (Appendix E), such fees to be payable outside of the contract price for the principal revaluation work.

27. Mandatory Language Subsection

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 Revaluation 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 Revaluation Company or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsections 7.4(a) and (b).

The Revaluation Company shall execute the Affirmative Action Agreement provided with Request for Proposals and otherwise agrees to be bound by all Affirmative Action requirements, which shall be incorporated herein by reference.

The Revaluation 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.

The Revaluation Company, per its response to the Request for Proposals, also agrees to comply with all other equal opportunity provisions of applicable law, including without lime the Americans with Disabilities Act of 1990.

28. Agreement and Contract Documents

The agreement, together with the contract documents, the Appendices hereto, the Request for Proposals, and the Revaluation Company's response thereto, together form the contract and they are as fully a part of this agreement as if hereto attached or herein repeated. The Borough of Dunellen and the Revaluation Company for themselves, their heirs, executors, administrators, successors, or assigns, hereby agree to the full performance of the covenants herein contained.

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

Borough of Dunellen

BY: _____

Robert J. Seader, Mayor

Witnessed by:

By: _____

William Robins, Municipal Clerk

NAME OF REVALUATION

COMPANY Witnessed by:

BY: _____

BY: _____

DATE: _____

DATE: _____

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

day of _____

Director, Division of Taxation, State of New Jersey

DATE: _____

APPENDIX A

BOROUGH OF DUNELLEN PROPERTY

CLASSIFICATION SUMMARY 2017

<u>CLASS PROPERTY CLASSIFICATION</u>		<u>NUMBER OF LINE ITEMS</u>
1	VACANT LAND	31
2	RESIDENTIAL (4 FAMILY OR LESS)	1,946
3A	FARM REGULAR	0
3B	FARM QUALIFIED	0
4A	COMMERCIAL	103
4B	INDUSTRIAL	7
4C	APARTMENTS/MULTIFAMILY	7
15A	EXEMPT PUBLIC SCHOOL	5
15B	EXEMPT OTHER SCHOOL	3
15C	EXEMPT PUBLIC PROPERTY	46
15D	EXEMPT CHARITABLE	15
15E	EXEMPT CEMETERIES	0
15F	EXEMPT MISC.	6
	TOTAL	2,169

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 B

BOROUGH OF DUNELLEN

CONTAINING: REVALUATION COMPLIANCE REPORT

BOROUGH OF DUNELLEN PAGE 1-5 (May consist of more than 5 pages covering period of project.)

APPENDIX C

**BOROUGH OF DUNELLEN BREAKDOWN OF MAJOR TASKS OF REVALUATION PROJECT -
FURTHER BREAKDOWN OF PAYMENT SCHEDULES**

<u>PROJECT TASK</u>	<u>TASK AS A PERCENTAGE OF PROJECT (ROUNDED)</u>	<u>PERCENT OF 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. TAXPAYER HEARINGS			
6. PROJECT FINALIZATION			

7. RETAINAGE

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

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

APPENDIX D
MONTHLY BILLING SUMMARY*

Total Contract Amount \$ _____ Report Date _____

MONTH OF _____

BILL NUMBER _____

PROJECT ELEMENT
SUBTOTAL

AMT REPORTED COMPLETE

1. Planning & Organization

(Schedule __ Total Amount \$ _____) _____ %

2. Data Collection

A. Residential

(Schedule __ Total Amount \$ _____) _____ %

1. Measures _____ @ \$ _____ %

2. Listed _____ @ \$ _____ %

3. Data Entry _____ @ \$ _____ %

B. Commercial/Income/Exempt

(Schedule __ Total Amount \$ _____) _____ %

4. Measures _____ @ \$ _____ %

5. Listed _____ @ \$ _____ %

6. Data Entry _____ @ \$ _____ %

C. Vacant Parcels

(Schedule __ Total Amount \$ _____) _____ %

7. Measures _____ @ \$ _____ %

8. Listed _____ @ \$ _____ %

9. Data Entry _____ @ \$ _____ %

3. Analysis & Evaluation

A. Residential

(Schedule __ Total Amount \$ _____) _____ %

1. Data Acceptance _____ @ \$ _____ %

- 2. Initial Analysis _____ @ \$ _____ %
- 3. Final Analysis _____ @ \$ _____ %

- _____
- B. Commercial/Income/Exempt/Vacant Land
(Schedule __ Total Amount \$ _____) _____ %
- 1. Data Acceptance _____ @ \$ _____ %
 - 2. Initial Analysis _____ @ \$ _____ %
 - 3. Final Analysis _____ @ \$ _____ %
- _____

4. Field Review

- A. Residential
(Schedule __ Total Amount \$ _____) _____ %
- 1. Quality Control _____ @ \$ _____ %
 - 2. Field Review _____ @ \$ _____ %
 - 3. Final Review _____ @ \$ _____ %
- _____

- B. Commercial/Income/Exempt
(Schedule __ Total Amount \$ _____) _____ %
- 1. Quality Control _____ @ \$ _____ %
 - 2. Field Review _____ @ \$ _____ %
 - 3. Final Review _____ @ \$ _____ %
- _____

5. Taxpayer Hearing

Schedule __ Total Amount _____ @ \$ _____ %

6. Project Finalization

Schedule __ Total Amount _____ @ \$ _____ %

7. Retainage

Schedule __ Total Amount _____ @ \$ _____ %

To be completed by Company
Monthly Bill: \$ _____

***To be Completed with Agreement and Used for Monthly Billing**

APPENDIX E

BOROUGH OF DUNELLEN
GENERAL REVALUATION PROJECT- 2019
SCHEDULE OF TAX COURT APPEAL AND ADDITIONAL
COMPLIANCE PLAN FEES*

PROPERTY CLASS APPEARANCE	REPORT PREPARATION FEE PER REPORT	COURT FEE PER HOUR	COMPLIANCE PLAN VALUE ADJUSTMENT
1 Vacant Land _____	_____	_____	_____
2 Residential (4 family or less) _____	_____	_____	_____
4A Commercial			
Less than 10,000 Sq. Ft. _____	_____	_____	_____
10,001 or 25,000 Sq. Ft. _____	_____	_____	_____
25,000 or more Sq. Ft. _____	_____	_____	_____
4B Industrial			
Less than 10,000 Sq. Ft. _____	_____	_____	_____
10,001 or 25,000 Sq. Ft. _____	_____	_____	_____
25,000 or more Sq. Ft. _____	_____	_____	_____
4C Apartments			
Less than 25 Units _____	_____	_____	_____
26 to 50 Units _____	_____	_____	_____
51 to 100 Units _____	_____	_____	_____
15 Exempts _____	_____	_____	_____

***To be Completed by Company and Part of Agreement**

APPENDIX F

BOROUGH OF DUNELLEN

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

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

COMPANY

SIGNATURE

PRINT NAME

TITLE

DATE

APPENDIX G

(TO BE SUBMITTED ONLY UPON AWARD OF CONTRACT)

BOROUGH OF DUNELLEN

BACKGROUND INVESTIGATION RELEASE

POLICE DEPARTMENT CONSENT FORM

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

NAME (PLEASE PRINT OR TYPE)

DRIVER LICENSE NUMBER

SIGNATURE

WITNESS

APPENDIX H

BOROUGH OF DUNELLEN

SCHEDULE OF COMPLETION OF THE REVALUATION PROJECT*

ASSESSMENT FUNCTION

DUE DATE

Assessing Date	
Revaluation Completion	
Preliminary Assessments Certified to County Board; Post all PRC's to County Website	
Revaluation Assessment Notice Mailed	
Taxpayer Review Hearings Completed	
Postcards Mailed (includes all hearing revisions)	

COMPANY _____

SIGNATURE _____

PRINT NAME _____

TITLE _____

DATE _____

DATES ARE ESSTIMATES, BUT SUBJECT TO CHANGE IN TH BOROUGH'S DISCRETION

APPENDIX I

BOROUGH OF DUNELLEN

THERE ARE APPROXIMATELY 325 DESIGNATED FLOOD PROPERTIES WITHIN THE
BOROUGH AS PER VISUAL INSPECTION OF THE PERTINENT FEMA MAPS
(TO BE CONFIRMED THROUGH THIS REVALUATION)