REQUEST FOR PROPOSAL REAL PROPERTY DATA COLLECTION AND VERIFICATION SERVICES

NOTICE IS HEREBY GIVEN that sealed Proposals will be received by the Municipal Clerk of the Borough of SPRING LAKE HEIGHTS, State of New Jersey, on May 23, 2024, at 10:00 a.m. in the Municipality Clerk's Office of the Municipality, located at 555 Brighton Avenue, Spring Lake Heights, NJ 07762.

The annual performance of real property data collection and verification services to cover 20% of all properties annually with all parcels located within the Municipality completed over the five (5) year period between January 1st, 2024, and December 31, 2028 (also referenced as the "Project") awarded as a three (3) year contract with the option of one (1) additional one (1) year award.

All requirements associated with the project are set forth in a Request for Proposals package. Such packages may be obtained from the Municipality Clerk's Office, 555 Brighton Avenue, Spring Lake Heights, NJ 07762; telephone number 732-449-3500, during regular business hours, 9:00 A.M. to 4:00 P.M., Monday through Friday, excluding holidays, or on the Municipality's website at www.springlakehts.org. Any questions regarding the Request for Proposals should be directed to the Municipality's Clerk at the telephone number and/or address specified above.

The Project shall be awarded through the "alternative method" process pursuant to N.J.S.A.19:44A-20.4, et seq., to the Vendor whose Proposal is most advantageous to the Municipality, price and other factors considered, in accordance with the review criteria set forth in the Request for Proposals.

All Vendors who submit a Proposal must be able to demonstrate that they are capable of completing the project so that it may be implemented for the [2024] tax year, under the applicable time tables set forth in the Assessment Demonstration Program (P.L. 2013 Ch. 15) or such other applicable laws.

The Municipality reserves the right to reject any or all submissions due to any defects or waive informalities and accept any submissions that in its judgment will be in the best interest of the Municipality. The Municipality shall award the Contract or reject all submissions no later than sixty (60) days from receipt of same.

By authorization of the BOROUGH OF SPRING LAKE HEIGHTS

REQUEST FOR PROPOSALS

FOR

BOROUGH OF SPRING LAKE HEIGHTS, NEW JERSEY

REAL PROPERTY DATA COLLECTION AND VERIFICATION SERVICES IN ACCORDANCE WITH THE ASSESSMENT DEMONSTRATION PROGRAM

(P.L. 2013, c. 15)

January 1, 2024, through December 31, 2028

ATTENTION ALL VENDORS:

All Vendors 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 AND ONE (1) COPY.

DOCUMENTS CHECKLIST

(Check the box for each document that is enclosed)

Initial each item.

(Vendor's initials)

- 1. Proposal Form to the Municipality
- 2. Non-Collusion Affidavit
- 3. Stockholder Statement of Ownership
- 4. Affirmative Action Questionnaire
- 5. Statement of Qualifications
- 6. Exceptions
- 7. No Response Proposal Survey
- 8. Contract
- 9. Appendix A (to proposed Contract) Property Class Summary
- 10. Appendix B (to proposed Contract) List of Supervisors
- 11. Appendix C (to proposed Contract) Employee Background Release
- 12. Appendix D (to proposed Contract) Schedule of Completion
- 13. Appendix E (to proposed Contract) Cost Proposal for 5-Year Internal Inspection Plan
- 14. Appendix F (to proposed Contract) Cost Proposal for Added/Omitted Assessment Inspections
- 15. Appendix G (to proposed Contract) Cost Proposal for Farmland Assessment Inspections (if applicable)
- 16. Appendix H (to proposed Contract) Photo File Naming Procedure 2024

| 17. | 7. Listing of Subcontractors | | | | |
|-----|--|---|--|--|--|
| 18. | 8. List of all key employees at date of Proposal indicating educational ba | ckground | | | |
| 19. | List of current revaluation, reassessment and/or inspection projects under Contract indicating Contract completion date | | | | |
| 20. | List of revaluation and reassessment project Proposals submitted to Municipalities within the past six months | | | | |
| 21. | Copies of Financial Statements from the last two years | | | | |
| 22. | If applicable, Vendor's acknowledgment of receipt of any notice(s) or vision(s) or addenda to an advertisement, specifications or Proposal document(s) | | | | |
| 23. | 23. State of NJ Business Registration Certificate | State of NJ Business Registration Certificate | | | |
| 24. | A statement of whether any litigation involving the firm has occurred during the past five years and, if so, explain in detail the nature of such litigation and the results thereof. | | | | |
| 25. | List of property inspection and data collection projects performed within the past 5 years, and highlight any such that were performed in Monmouth County | | | | |
| | | | | | |
| | Name of Corporation, Partnership Entity or ndividual: Print Name and Representative of Entity or Representative or Repr | Title of Authorized atity Signing This Document | | | |

Date

Signature of Authorized Representative

PROPOSAL FORM

BOROUGH OF SPRING LAKE HEIGHTS, NEW JERSEY

REAL PROPERTY DATA COLLECTION AND VERIFICATION SERVICES

2024 through 2028

WITH RESPECT TO THE COLLECTION AND VERIFICATION OF ALL REAL PROPERTY DATA SITUATED WITHIN THE BOUNDARIES OF THE **BOROUGH OF SPRING** LAKE HEIGHTS

| AKE HEIGHTS | |
|--|--|
| COMPANY NAME | |
| DOES HEREBY PROPOSE TO UNDERTAKE SAID DATA COLLECTION PROJECTION OF CORDANCE WITH THE WITHIN SPECIFICATIONS AND PROVISIONS AT A TOPOST OF: | |
| DOLLARS | |
| (AMOUNT IN WORDS) | |
| | |
| Company | |
| Signature | |
| Print Name | |
| Title | |
| Date | |

STATEMENT OF OWNERSHIP (OWNERSHIP DISCLOSURE CERTIFICATION)

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

This Statement Shall Be Included with All Bid and Proposal Submissions

| Name of Business: | |
|--------------------------------------|--|
| Address of Business: | |
| Name of person completing this form: | |
| | |

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

<u>Failure of the bidder/proposer to submit the required information is cause for automatic</u> rejection of the bid or proposal

Part I Check the box that represents the type of business organization: Sole Proprietorship (skip Parts II and III, sign and notarize at the end) Non-Profit Corporation (skip Parts II and III, sign and notarize at the end) Partnership Limited Partnership Limited Liability Partnership Limited Liability Company For-profit Corporation (including Subchapters C and S or Professional Corporation) Other (be specific): Part II I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. OR I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below. (Please attach additional sheets if more space is needed):

| Name: | Name: |
|----------|---------------|
| Address: | Address: |
| | _ |
| Name: | Name: |
| Address: | Address: |
| | |
| Name: | Name: |
| Address: | Address: |
| N | |
| Name: | Name:Address: |
| | |
| Name: | Name: |
| Address: | Address: |
| | _ |

| Name: | Name: | |
|----------|----------|--|
| Address: | Address: | |
| | | |

<u>Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:</u>

"To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

|] 1 | Pages attached with name and address of each put and address of each person that holds a 10 perce | · · · · · · · · · · · · · · · · · · · |
|------------|--|---|
| | OR | |
| 3 | Submit here the links to the Websites (URLs) of the federal Securities and Exchange Commission | |
| | AND | |
| 3 | Submit here the relevant page numbers of the fil each person holding a 10 percent or greater bene | |
| | cribed and sworn before me this day of, 2 | (Affiant) |
| | ary Public) | (A TITULE) |
| Му С | Commission expires: | (Print name of affiant and title if applicable) |
| | | (Corporate Seal if a Corporation) |

NON-COLLUSION AFFIDAVIT

| | residing in | |
|---|--|---|
| | residing in(name | e of municipality) |
| in the County of | and State of | of full age, |
| being duly sworn according t | to law on my oath dispose and say that: | |
| I am | of the firm of(nam | a of firm) |
| | | |
| | osal for the bid proposal entitled(title of bid proposal), and that I executed the said proposal | |
| that said bidder has not, direc | ctly or indirectly entered into any agreem | ent, participated in any |
| collusion, or otherwise taken | any action in restraint of free, competitive | ve bidding in connection with |
| | | - |
| the above named project; and | d that all statements contained in said pro | posai and in this affidavit |
| are true and correct, and mad | le with full knowledge that the Borough | of Spring Lake Heights relies upon t |
| | | |
| truth of the statements contain | ined in said Proposal, and in the statemen | ts contained in this |
| | - | ts contained in this |
| affidavit, in awarding the cor | - | |
| affidavit, in awarding the con | ntract for the said project. | mployed or retained to solicit |
| affidavit, in awarding the con I further warrant that or secure such contract upon | ntract for the said project. at no person or selling agency has been en | mployed or retained to solicit |
| affidavit, in awarding the con I further warrant that or secure such contract upon brokerage, or contingent fee, | at no person or selling agency has been en | mployed or retained to solicit mission, percentage, e established commercial or |
| affidavit, in awarding the con I further warrant that or secure such contract upon brokerage, or contingent fee, | at no person or selling agency has been en an agreement or understanding for a con except bona fide employees or bona fide | mployed or retained to solicit mission, percentage, e established commercial or |
| affidavit, in awarding the con I further warrant that or secure such contract upon brokerage, or contingent fee, | at no person or selling agency has been en an agreement or understanding for a con except bona fide employees or bona fide | mployed or retained to solicit mission, percentage, e established commercial or |
| affidavit, in awarding the con I further warrant that or secure such contract upon brokerage, or contingent fee, selling agencies maintained by Subscribed and sworn to | at no person or selling agency has been entered an agreement or understanding for a contexcept bona fide employees or bona fide by | mployed or retained to solicit mission, percentage, e established commercial or |

REQUIRED EVIDENCE

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

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, c. 127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing

Agent.

| 1. | A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or |
|----|---|
| | sanctioned Affirmative Action Plan (good for one year from the date of the letter). |
| | OR |

 A photocopy of approved Certificate of Employee Information Report from the State of New Jersey.

OR

3. An Affirmative Action Employee Information Report (Form AA302).

OR

4. All successful construction contractors must submit, within three days (3) of the signing of the contract, an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, C. 127.

The following questions must be answered by all bidders:

| 1. Do you have a fed | | | or sanctioned Affirmative Action Program? |
|-----------------------------|----------------|---------|--|
| | Yes _ | No | If yes, please submit copy of such approval. |
| 2. Do you have a Certificat | te of Employee | Informa | tion Report Approval? |
| | Yes _ | No | If yes, please submit copy of such certificate. |
| | | | hat he is aware of the commitment to comply with the requirements of the required documentation pursuant to law. |
| COMPANY: | | | |
| | | | |
| SIGNATURE: | | | |
| TITLE: | | | |

NOTE: A CONTRACTOR'S BID MUST BE REJECTED AS NON-RESPONSIVE IF A CONTRACTOR FAILS TO COMPLY WITH REQUIREMENTS OF P.L.1975, C. 127, WITHIN THE REQUIRED TIME FRAME.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27 (REVISED 10/08)

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

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

The contractor 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**.

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the American With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the

OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

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

CONTRACT LANGUAGE FOR BUSINESS REGISTRATION CERTIFICATE COMPLAINCE

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

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

For Construction Contracts

<u>N.J.S.A. 52:32-44</u> 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) Subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect proofs of business registration and maintain them on file;
- 3) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,
- 4) 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. 52:32B-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 or \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with the contracting agency. Information of the law and its requirements is available by calling (609)292-9292.

For more information, or to register online, go to http://www.nj.gov/treasury/revenue/taxreg.htm

BOROUGH OF SPRING LAKE HEIGHTS DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

| Person or Entity: |
|---|
| PART 1: CERTIFICATION COMPLETE PART 1 BY CHECKING <u>EITHER BOX</u> . |
| Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, 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 parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found or Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf . |
| The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may 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. |
| □ I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above nor any parent entity, subsidiary, or affiliate thereof is <u>listed</u> 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. <u>OR</u> |
| \square I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury'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. |
| <u>PART 2</u> : ADDITIONAL INFORMATION PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN |
| You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you. |
| |
| PART 3: CERTIFICATION OF TRUE AND COMPLETE INFORMATION |
| I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachment there 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 Spring Lake Heights is relying on the information contained herein an thereby acknowledge that I am under a continuing obligation from the date of this certification through th completion of any contracts with the Borough of Spring Lake Heights to notify the Borough of Spring Lak Heights 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 it this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and the it will also constitute a material breach of my agreement(s) with the Borough of Spring Lake Heights and the Borough of Spring Lake Heights at its option may declare any contract(s) resulting from this certification void and unenforceable. |
| Full Name (Print): |
| Signature: Date: |

BOROUGH OF SPRING LAKE HEIGHTS CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (<u>L. 2022, c. 3</u>) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

| 0 | A. | That the Vendor is not identified on the OFAC Spactivity related to Russia and/or Belarus. | ecially Designated Nationals and Blocked Persons list on account of |
|-----------|----------|--|--|
| | | OR | |
| 0 | В. | That I am unable to certify as to "A" above, becau Nationals and Blocked Persons list on account of | use the Vendor is identified on the <u>OFAC Specially</u> <u>Designated</u> activity related to Russia and/or <u>Belarus</u> . |
| | | OR | |
| 0 | C. | and Blocked Persons list. However, the Vendor i | se the Vendor is identified on the <u>OFAC Specially Designated Nationals</u> is engaged in activity related to Russia and/or Belarus consistent with etailed description of how the Vendor's activity related to Russia and/or pelow. |
| | | | |
| | | | (Attach Additional Sheets If Necessary.) |
| Signature | e of Ven | dor's Authorized Representative | Date |
| Print Nar | ne and T | Fitle of Vendor's Authorized Representative | Vendor's FEIN |
| Vendor's | Name | | Vendor's Phone Number |
| Vendor's | Address | s (Street Address) | Vendor's Fax Number |
| Vendor's | Address | s (City/State/Zip Code) | Vendor's Email Address |
| | | | |

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent,

successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

NJ Rev. 1.22.2024

$\frac{\textbf{BOROUGH OF SPRING LAKE HEIGHTS}}{\textbf{QUALIFICATIONS}}$

The Vendor is required to state in detail, in the space provided below, the following:

| (1) | All work that the Vendor has performed that is similar in nature and scope to the proposed work and the dates of completion of same; | | | | | |
|-----|---|--|--|--|--|--|
| (2) | References and such other detailed information that will enable the Township to judge the Vendo responsibility, experience, skill and financial standing; | | | | | |
| (3) | Evidence that the Vendor maintains a permanent place of business; | | | | | |
| (4) | A listing of equipment available to the Vendor for the work under the proposed Contract; | | | | | |
| (5) | Evidence that the Vendor has suitable financial status to meet obligations incidental to the work; and | | | | | |
| (6) | Evidence that the Vendor has appropriate technical experience to complete the work. | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | Company | | | | | |
| | Signature | | | | | |
| | Print Name | | | | | |
| | Title | | | | | |
| | Date | | | | | |

(ATTACH ADDITIONAL PAGES, IF NECESSARY)

BOROUGH OF SPRING LAKE HEIGHTS

EXCEPTIONS

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

The Municipality reserves the right to accept or reject Proposals and to award the Contract based upon the best interests of the Municipality. If there are NO EXCEPTIONS, state "NONE."

| 2. | |
|---------------|--|
| | |
| | |
| | |
| | |
| | |
| VENDOR NAME | |
| SUBMITTED BY: | |
| | |
| | |
| DATED: | |

BOROUGH OF SPRING LAKE HEIGHTS NO RESPONSE PROPOSAL SURVEY

COMPLETE DATA COLLECTION AND VERIFICATION OF ALL REAL PROPERTIES

| If you choose to respond to this Proposal, please write "N/A" on the following line: |
|--|
| If you do <u>not</u> choose to respond to this Proposal, please complete the form below: |
| Name of Vendor: |
| 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 SPRING LAKE HEIGHTS PROPERTY DATA COLLECTION AND VERIFICATION PROGRAM

CONTRACT FOR REAL PROPERTY DATA COLLECTION AND VERIFICATION SERVICES FROM JANUARY 1st, 2024, through DECEMBER 31st, 2026, with the option of two (2) one-year extensions upon mutual agreement of the Parties (the "Contract")

THE MUNICIPALITY OF SPRING LAKE HEIGHTS a Municipal Corporation of the State of New Jersey 555 Brighton Avenue, Spring Lake Heights, NJ 07762 (hereinafter the "Municipality");

AND

[VENDOR NAME] [ADDRESS]

(hereinafter the "Company", and together with the Municipality, the "Parties")

<u>DETAILED DESCRIPTION OF PROFESSIONAL INSPECTION</u> <u>& DATA COLLECTION SERVICES REQUIRED</u>

A. General Requirements

- 1. Immediately upon award of contract, the Company agrees to develop and execute a complete program for the collection and verification of all data used for real properties situated within the Borough (as illustrated on the Property Classification Summary attached hereto as Appendix A) commencing in 2024, in accordance with the requirements of the Real Property Assessment Demonstration Program established pursuant to P.L. 2013, c. 15 (N.J.S.A. 54:1-101 et seq.) utilized in Monmouth County, New Jersey and the specifications required herein, which shall become part of the contract documents.
- 2. Immediately upon award of the contract, the Company agrees to develop and execute a comprehensive program for the collection, verification, and inspection of data used for added assessments and farmland inspections, associated with real properties located within the Borough Spring Lake Heights. The Company shall perform these activities in strict accordance with the requirements of the Real Property Assessment Demonstration Program established pursuant to P.L. 2013, c. 15 (N.J.S.A. 54:1-101 et seq.), as utilized in Monmouth County, New Jersey, along with the specifications delineated within this contract.
- 3. The pricing structure for these services shall be itemized according to residential, commercial, and qualified farmland property classifications. A single flat fee shall apply to each itemized property classification. However, the discretion to conduct these inspections during any contract year shall rest solely with the Borough.
- 4. The Company's inspections of the above line items must be conducted in accordance with the Real Property Assessment Demonstration Program established under P.L. 2013, c. 15 (N.J.S.A. 54:1-101 et seq.) pursuant to the implementation schedule of the Monmouth County Board of Taxation with the consent of the New Jersey Division of Taxation for the purpose of establishing an "Annual Qualified Reassessment to one hundred (100%) of marker value" established, in part, utilizing data gathered from conducting annual internal inspections of twenty percent (20%) of the Borough's listed properties. Unless authorized by the Borough's Assessor, the requirements of the "5-year 20% internal inspections program" as associated with the "Annual Qualified Reassessment" shall be the same as that which is

required for revaluation firms under N.J.A.C. 18:12-4.8 as it pertains to internal inspections and digital photography.

5. The Assessment Demonstration Program requires the following schedule be maintained for the Borough's Tax Assessor, which the Company shall acknowledge and understand is important to collect and verify as much data as possible to be utilized to ensure the accuracy of the Assessor's Annual Reassessment.

a. Assessing Date
b. Reassessment Completion
c. Preliminary Certification to the Tax Board
d. Assessment Notices Mailed
October 23
November 1
November 15

- 6. The Company's personnel managing and supervising the contract must have at least five (5) years of practical and extensive experience in the collection and verification of real property assessment-related data for the purposes of mass appraisal. Further, all field personnel must have a minimum of seventy-five (75) hours of in-service training for the purpose of collecting such data.
- 7. The Company must provide sufficient qualified personnel to annually meet the program's schedule for inspections to retrieve the necessary data used for real property tax assessment purposes, including at least one (1) qualified supervisor for every six (6) field data collectors. At least one (1) member of the field team must be capable of and designated to conduct inspections of commercial properties. The supervisor(s) must also be readily available to Borough's Tax Assessor, with any changes in supervisory personnel being approved by the Borough's Tax Assessor.
- 8. The Company shall require all personnel performing work on this project to authorize a background investigation of its employees by submitting the release attached hereto as Appendix C, or by providing the Police Department with a completed background check. This investigation shall include a National Criminal Information Center report (NCIC) and a driver's license review. All background checks shall be conducted at the Company's sole expense and shall be conducted on a continuing basis as personnel change. Upon written notice to the Company, the Assessor may request the 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 Police Department.
- 9. Any members of the Company working in the field shall carry wearable identification cards in a form approved by the Borough's Tax Assessor. All personnel conducting inspections or otherwise gathering data in the field must wear the approved identification card and present themselves in a neat and clean manner while conducting their duties in a professional and courteous manner.
- 10. The Company's supervisor(s) shall instruct all field personnel to avoid unnecessary communications while conducting inspections and gathering data. Field personnel are strictly forbidden from discussing value, appraisal methodology, or discussing municipal taxation or budgetary matters while conducting inspections or gathering data. All field personnel shall direct such questions to the Borough's Tax Assessor Office only.
- 11. The Company is responsible for the provision of its own office space, equipment, and furnishings necessary to perform under the contract. The Company shall also provide adequate phone and email access during the pendency of the program to address inquiries and scheduling issues with taxpayers or their representatives.

12. The Borough shall provide the Company with current tax maps and an electronic copy of the Borough's MODIV data set of current property records for all properties listed in the Borough, including the block, lot, owner's name, address, property location and classification.

B. Property Inspections

- 1. At least fourteen (14) days prior to any inspections commencing, the Company, at its own expense, shall notify the current owners on file for each property within the Borough that the Company will be conducting inspections of every property within a designated area of the Borough between certain designated dates. The letter must state that each property will be subject to an interior and exterior inspection and that there will be no further warning prior to the first inspection of the property. The letter may also include instructions which enable property owners to complete a remote virtual ("RV") interior inspection which does not require physical entry by contacting the Company. The letter will also state the nature of the inspection and provide contact information of the Company to field any specific questions pertaining to the actual inspection.
- 2. RV inspections shall be completed for all property owners who contact the Company following the initial mailing and prior to the conclusion of each annual project (which shall occur up to 6 weeks following final property visits). During property visits a property owner may elect a physical walkthrough to complete an interior inspection. All property owners who do not elect a physical walkthrough will be provided with instructions for completing an RV inspection.
- 3. This said letter must be approved by the Assessor prior to being mailed. Virtual interior inspections are permitted and authorized under the terms and conditions of this contract. These inspections, conducted remotely and without physical presence, should encompass a thorough examination of the interior spaces of the property using digital or visual technology. It is understood that such virtual inspections shall be conducted in compliance with all applicable laws and regulations governing privacy, security, and data protection.
- 4. The Company is responsible for the inspection and verification of one hundred percent (100%) of exteriors and sixty-five percent (65%) of interiors. Refused entries and failure to complete timely requested appointments, however, 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 7:00 p.m. on any day, Monday through Saturday. Inspections may be scheduled with taxpayer's any day of the week, including Sunday as long as the taxpayer agrees to the appointment time and day.
- 5. If the owner/occupant is not available at the time of the first inspection, a calling card or "door tag" approved by the Borough's Assessor shall be left in a conspicuous place (not in a mailbox) indicating that the field inspector has attempted visits and request the owner/occupant to arrange for an interior inspection by either calling the telephone number provided or through the Company's Internet-based appointment registration website or remote virtual inspection. This card shall include information advising that the assessment data will be estimated as required by law unless an interior inspection is arranged.
- 6. In cases where no entry is possible after three attempts or an owner/occupant refuses to either set an appointment or allow entry to the premises, the Company shall make reasonable estimates of that property listing using standards promulgated by the New Jersey Division of Taxation. The estimate of a property shall not include the changing of interior data within the CAMA unless visually observed or approved by the Borough's

Assessor. In no event shall a card be left requesting the owner/occupant to fill in information. The Company shall notify the Borough's Assessor in writing of these refusals and estimations in a monthly report.

- 7 . The Company shall indicate those properties for which an occupant was handed RV inspection instructions during a physical visit in which the occupant declined to complete an interior walkthrough inspection, so that the Assessor can mark those properties as refusals if an RV is not subsequently completed by the property owner prior the conclusion of the annual project.
- 8. The Company shall immediately notify the Borough's Assessor of any properties discovered not to be on the current tax list so as to permit adequate time to place an added/omitted assessment on the property so that all properties properly appear upon the Official Municipal Tax List.
- 9. All properties within the Borough must be inspected, measured, and sketched, regardless of the class or populated data within the CAMA system. Inspection data is to be entered into the Micro Systems tax assessment software CAMA system into the appropriate fields in the #2, Residential PRC Information, and #12, Commercial Cost Approach systems. The attachment of a scanned record does not satisfy this requirement. This includes all residential, exempt, and commercial properties. If the details of a record are not available at the time of inspection to the inspector, the improvements shall be collected, entered into the CAMA system, and transmitted to the assessor. When collecting assessment data, the company shall record the type of construction 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.
- 10. Each property data enumerator shall record the name or code of the person making the inspection and the date of the inspection as well as the signature of the occupant verifying that an interior inspection has been conducted. Actual interior inspection of all structures on the property 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 the inspection shall be requested and be a part of the inspection documentation.
- 11. All records gathered and developed in the process of conducting inspection and data verification services shall solely be the property of the Borough. On an annual basis, upon conclusion of all property inspections and acceptable revisions, the Company shall meet with the Assessor to finalize all aspects of this project. The purpose of this meeting shall be to transmit to the custody of the Assessor the original of all records and computations of the Company pertaining to any data collection of property in the Borough if not previously requested and received. No material shall be retained by the Company.
- 12. The area to be inspected for data collection purposes shall be approved by the Borough's Assessor prior to the start of inspections.
- 13. Inspections of [20]% of the Municipality's properties shall be completed on an annual basis, provided that the Company may inspect a greater or lesser number of properties during any calendar year upon the agreement of the Parties, and provided that (i) not less than 40% of the Municipality's properties are inspected during any contiguous two (2) year period, and (ii) all of the Municipality's properties are inspected during the full [five (5)] year inspection cycle.

C. Submission of Work

- 1. Periodically throughout this project, as data is collected and verified by the Company's supervisor(s), the Company shall enter the data into the computer system. Said computer system must be compatible with Micro Systems tax assessment software and must contain MODIV and CAMA file information for entering and use or must totally converted at the Company's expense and then submit a hard copy of the computerized data to the Borough's Assessor for review. Any cost relative to this provision is at the exclusive expense of the Company. Said verification of compatibility of system shall be demonstrated before the project is started and signed off by the Municipality's Assessor.
- 2. The information to be entered on the property record card for each property (no matter the class) shall include, but not necessarily be limited to: (a) a scaled sketch of the exterior building dimensions; (b) notations of significant building components; (c) land and building characteristics and valuation, including number of units; and (d) identification of the person making the inspection and whether an interior inspection was obtained.
- 3. At the expense of the company, the company shall collaborate with the Monmouth County Board of Taxation or the appropriate governing authority to ensure that the photographs are affixed to the MODIV and/or CAMA files, enabling the assessors' office to query the photos from the Assessment Demonstration Program GIS, the Monmouth County Tax Board Portal and/or Micro Systems tax assessment software, upon or before the completion of the work. The fulfillment of work under this provision shall not be considered complete solely upon the delivery of digital files.
- 4. The Company shall be responsible for the data collection and verification of all construction within the designated properties for each year. 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's notes and a unique update code (Example:UNCO) shall be applied in order to retrieved the data in an expeditious manner for further review. If the update code utilized causes a conflict to existing data, an excel spreadsheet shall be provided for all property under construction or partially completed upon the submission of the data.
- 5. At the discretion of the Borough's Assessor, the Company shall provide 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, if any.

D. Data Requirements

E. The data collection 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 data verification project must be demonstrated prior to the awarding of this Contract. The Borough currently uses and will continue to use Micro Systems NJ tax assessment software. It shall be the Company's exclusive responsibility to ensure compatible and actual operation of any computer system that the Company may use. The Real Property Appraisal Manual of New Jersey, Third Edition, Volumes I and II and any updates must he computerized for the purpose of generating computer data files for residential and commercial properties. No distribution of any materials, with the exception of the MODIV tape as required by the state, shall be permitted. The date of inspection must be provided within the CAMA. If the subject is re-visited, the date of the last inspection shall be entered to reflect the actual date the data was collected. At no time shall interior codes 1-5 in the CAMA be used if the data collected was obtained verbally or by any means other than an onsite visual interior inspection. The utilization of 'hard-entered' values for finished basements or any improvements that can be

accommodated within the sketch program is strictly prohibited, unless expressly authorized by the assessor.

F. Prior to commencing data collection for the classification of interior and exterior property conditions, the company shall seek approval from the assessor or their designated representative. The company shall provide a detailed description of the data collection methods and procedures to be employed for both interior and exterior condition classifications. The assessor or their representative shall review and approve these methods to ensure they align with the requirements and standards of the assessing authority.

G. Digital Photography

New digital photographs will be taken by the Company, at its own expense, for all properties, no matter the class using the Monmouth County photo naming convention (See "Appendix H") for file indexing. Photographs shall be properly and correctly identified using a digital, color camera and shall he prepared using equipment that allows for the inclusion of the date and filename on each photograph. Photographs must be attached to the MODIV and CAMA files for each property as specified in Section C, Submission of Work, Number 3, of this contract. Additionally, residential, or commercial structures on the same parcel shall be separately photographed. Where possible on commercial property, an additional photo displaying the tenants of the subject shall be provided. Photos are not to be delivered by any other means unless agreed upon by the borough Assessor.

H. Residential Data Collection

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 of 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 and garages 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.

I. Commercial, Industrial and Apartment Data Collection

For the appraisal of commercial, industrial and apartment properties, the Third Edition of the New Jersey Real Property Appraisal Manual shall be utilized when finalizing the value using the cost approach. Site improvements such as fencing, lighting, docks, and paving are to be recorded as accessory items. Physical, functional, and economic depreciation and/or appreciation observed by a enumerator collecting data must be recorded separately on the data file and explained in writing for each property when applicable.

J. Insurance:

The Company shall provide Certificates of Liability and Worker's Compensation insurance providing coverage in accordance with the Municipality's insurance requirements, as set forth in the Project Specifications. Insurance coverage shall indemnify and hold the Municipality harmless from any and all liability arising from the Company's work (which shall not include property owner appeals of assessments assigned by the Municipality). The Company, at their own expense, should defend any suit which may be brought against the Municipality in connection with, or rising out of the services furnished hereunder.

The Company shall provide comprehensive general liability and automobile liability insurance coverage with the Municipality named as co-insured. Limits of liability for each coverage shall

be a minimum of \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury and \$250,000 property damage.

Copies of all insurance policies must be provided to the Municipality prior to the commencement of any work under this Contract.

K. Unsatisfactory Work:

If at any time during the Contract period the quality and/or progress of the Company's work shall not be satisfactory, the Municipality reserves the right to terminate the Contract upon thirty (30) days written notice directed to the principal place of business of the Company. This notice shall specify any work deficiencies on which termination is based and provide the Company with thirty (30) days to cure such deficiencies prior to termination being effective.

If either party violates the terms and conditions of this Contract in a manner not covered by the preceding paragraph, the other party shall have the unilateral right to terminate the Contract upon thirty (30) days written notice directed to the other party.

Upon a valid termination by either party, the Municipality shall be responsible only for the reasonable value of the services theretofore rendered, and in no event a sum greater than the ratio of completed work to the whole work contemplated by the Contract.

L. <u>Interpretations of Specifications and Contract:</u>

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.

M. Confidential Nature of Project:

Disclosure of information, including pricing information or any information with respect to the Company's or Municipality's technology and processes, to any individual, company, or corporation, other than the Assessor, the Municipality, the Company and its employees or their authorized representatives is expressly prohibited, and if done before conclusion of this project will be considered a violation of the Contract and subject the party in violation to liquidated damages. It is understood that this does not refer to information released under due process of law, the Open Public Records Act, or consistent with public bidding processes.

N. Public Relations:

During this project, the Company and its employees will endeavor to promote understanding and amicable relations with taxpayers and the general public. The Parties will endeavor to orient and educate all interested persons as to the inspection project. Any informational materials shall be presented to the Assessor prior to release. An initial mailing shall be made by the Company pursuant to Section 15 to all property owners prior to their scheduled inspections explaining the nature and purpose of the data collection program and notifying owners of the commencement of inspections in the Municipality.

The Municipality will publicize the project in advance of inspections to educate the public and maximize their cooperation and interior inspection/appointment rates, via website, newsletter or other available options.

The employees of the Municipality and the Company shall work together to maintain the full cooperation of all taxpayers by treating each inquiry with courtesy and supplying all necessary information within statutory requirements and limits to every interested taxpayer; however,

each field inspector shall be instructed to refrain from discussions with the property owner, tenant, or occupant relating to property valuations, tax amounts or rates, or any related subjects. Any such inquiries will be directed to the Assessor.

O. Added/Omitted and Farmland Assessment Inspections, New Sketches

The Assessor shall provide the Company with notice by July 1 of each year in which it directs the Company to perform Added/Omitted and/or Farmland Assessment inspections, upon the terms provided in Appendices F and G, respectively. Such notice will indicate if the Municipality is directing the Company to create new, electronic sketches of any property classes, and include a preliminary list of properties for Added/Omitted inspections, if available.

Any Added/Omitted inspections shall pertain to all properties with outstanding permits, and in no circumstance will the Company perform inspections upon any subset of such permitted properties (with other Added/Omitted inspections being performed by the Municipality or third parties).

If the Municipality elects to have the Company perform its Added/Omitted inspections, it will furnish a final list of such properties (in a format provided by the Company, which may include entry via an online portal) by June 1 of each year. If the Municipality regularly updates its permit file in MOD IV, this file will be the required deliverable to the Company.

P. Cost Proposal for 5-Year Inspection Plan (3-year award with two 1-year extension options):

In accordance with the Assessment Demonstration Program, and its implementation schedule promulgated by the Monmouth County Board of Taxation with the consent of the New Jersey Division of Taxation, providing a program for "Annual Qualified Reassessment to 100% of market value" supported by a five (5) year program for the inspection of all properties, the Company shall provide a schedule of fees relating to the cost of data collection and data verification via internal inspection in Appendix E.

Q. <u>Affirmative Action:</u>

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

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

The Company shall execute and comply with all requirements contained in the Affirmative Action Affidavit attached hereto, which shall be incorporated herein by reference. The Company shall submit a copy of its Certificate of Employee Information Report or Form AA-302 (Initial Employee Information Report) prior to any payments being made under this Agreement.

The Parties, for themselves, their heirs, executors, administrators, successors, or assigns, hereby agree to the full performance of the covenants herein contained.

| R. | Americans With Disabilities Act of 1990: | | | |
|--------|--|---|--|--|
| | The Company agrees to comply with the "Amer be incorporated herein by reference. | icans with Disabilities Act of 1990", which shall | | |
| | IN WITNESS WHEREOF, for good and valua | ble consideration, the sufficiency of which is | | |
| hereby | y acknowledged, the Parties have executed this Cor, [2024]. | ntract with an effective date this day of | | |
| BORG | OUGH OF SPRING LAKE HEIGHTS | [COMPANY] | | |
| | | | | |
| | | | | |
| WITN | JESS/TITI F | WITNESS/TITLE: | | |

APPENDIX A

BOROUGH OF SPRING LAKE HEIGHTS PROPERTY CLASSIFICATION SUMMARY [2024]

CLASS PROPERTY CLASSIFICATION

NUMBER OF LINE ITEMS

| 1 | VACANT LAND | 36 |
|-----|--------------------------------|-------|
| 2 | RESIDENTIAL (4 FAMILY OR LESS) | 2,142 |
| 3A | FARM REGULAR | 0 |
| 3B | FARM QUALIFIED | 0 |
| 4A | COMMERCIAL | 76 |
| 4B | INDUSTRIAL | 0 |
| 4C | APARTMENTS/MULTI FAMILY | 9 |
| 15A | EXEMPT PUBLIC SCHOOL | 1 |
| 15B | EXEMPT OTHER SCHOOL | 0 |
| 15C | EXEMPT PUBLIC PROPERTY | 23 |
| 15D | EXEMPT CHARITABLE | 2 |
| 15E | EXEMPT CEMETERIES | 2 |
| 15F | EXEMPT MISC. | 32 |
| | TOTAL | 2,323 |

NOTES:

APPENDIX B

BOROUGH OF SPRING LAKE HEIGHTS

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

APPENDIX C

(TO BE SUBMITTED ONLY UPON AWARD OF CONTRACT)

BOROUGH OF SPRING LAKE HEIGHTS

BACKGROUND INVESTIGATION RELEASE

POLICE DEPARTMENT CONSENT FORM

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

Alternatively, the Company is providing completed background checks to the Assessor and the Municipality's Police Department, as required.

| NAME (PLEASE PRINT OR TYPE) |
|-----------------------------|
| DRIVER LICENSE NUMBER |
| LICENSE PLATE # |
| VEHICLE MAKE / MODEL |
| SIGNATURE |
| WITNESS |

APPENDIX D

BOROUGH OF SPRING LAKE HEIGHTS

SCHEDULE OF COMPLETION AS PER THE REQUIREMENTS OF THE ASSESSMENT DEMONSTRATION PROGRAM \$1213-A1591 (P.L. 2013, c.15)

ASSESSMENT FUNCTION

DUE DATE/RESPONSIBLE PARTY

| Annual Completion and Submission of Data Collection and Verification for (a) | December 31 / Company |
|--|--|
| Completion and Submission of Data Collection and Verification for <u>Added/Omitted Properties</u> , as provided by the Assessor by July 1 (b) | September 1 / Company |
| Completion and Submission of Data Collection and Verification of <u>Farmland Assessments</u> (if applicable) | September 1 / Company |
| Submission to the Company of Final Added/ Omitted Property List by the Assessor (or MOD IV Permit File, if updated/available) | July 1 / Assessor |
| Submission to the Company of election for Added/Omitted and/or Farmland Inspections | July 1 / Assessor |
| Mailing of Notification Cards to Property Owners | Minimum two (2) weeks prior to commencement of inspections / Company (c) |
| Conclusion of RV Interior Inspections | Six (6) weeks following final property visit |
| Submission to the Assessor of Pre-Inspection Requirements: Notification Mailings, Door Tags, Background Checks and Insurance Certificates. | Prior to the commencement of inspections / Company |

- (a) Subject to the provisions and exceptions set forth in Section B.
- (b) Due Date only applicable to Added and Omitted property lists provided to the Company by July 1.
- (c) Unless a different time frame is directed by the Assessor pursuant to Section B.

APPENDIX E

BOROUGH OF SPRING LAKE HEIGHTSCOST PROPOSAL FOR 5-YEAR INTERNAL INSPECTION PLAN

Please provide the Company's fees of data collection and data verification via internal inspection.

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

15F

EXEMPT MISC.

\$ PER PARCEL

APPENDIX F

BOROUGH OF SPRING LAKE HEIGHTS

COST SUMMARY FOR ADDED/OMITTED ASSESSMENT INSPECTION SERVICES

Please provide the Company's fees for inspection/data collection associated with Added/Omitted Assessments, including any sub-categories within each property class.

CLASS

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

• All inspections require digital photography date-stamped and encoded with the parcel identification in accordance with the Monmouth County indexing convention.

APPENDIX G

BOROUGH OF SPRING LAKE HEIGHTSCOST SUMMARY FOR FARMLAND ASSESSMENT INSPECTION SERVICES

Please provide the Company's fees for inspection and data collection associated with Farmland Assessments.

| .5500 | osincino. | | | |
|-------|-----------|----------------|------------------|--|
| | CLAS | <u>SS</u> | | |
| | | | | |
| | 3B | FARM OUALIFIED | \$ PER PARCEL | |

APPENDIX H

PHOTO FILE-NAMING PROCEDURE - 2024

All photographs captured for the purpose of archival and review in the Monmouth County Photo Archive within Tax Board Portal and accessed by Online Appeals and OPRS, must have a unique filename within the State. There are six (6) fields or parts to the filename:

County / District Code Block Lot Qualifier Photo Location Photo Number

The formal convention or presentation of the filename is as follows:

County District-Block-Lot-[Qualifier]-Photo Type -PhotoNumber.jpg

The formal rules are as follows:

All Field Separators will be a dash "-" including the Picture number. Therefore, every complete filename will ALWAYS have 4 "-"separating the 5 required fields.

The Qualifier Field must be represented even if it is "empty". The Qualifier will remain an optional parameter, however there will always be a field separator "-" to hold its position. Any Photo that does not have a Qualifier will have "--" following the Lot (see example A).

All Decimal Points or periods "." denoting a Block or Lot suffix will be changed to an underscore "_" as before (see example B).

All filenames will end with ".jpg" (read as dot jpg (joint photographic group))

The "Photo Location" describes the location of the photo. The purpose of this designation is to manage what is presented on public websites and what is accessible through OPRA. (Only Front photos should be presented through OPRS and no Internal photos should be delivered through OPRA.)

```
"F" = Front Photo

"R" = Rear Photo

"A" = Accessory (shed, pool.....)

"I" = Internal photo
```

Example A:

FILE NAME: 1301-1-1--F-1.jpg

READ AS: Cnty/Dist: 1301, Block: 1, Lot: 1, Qual: None, Photo Loc: Front, Photo: 1

Example B:

FILE NAME: 1301-1_01-1_01-R-1.jpg

READ AS: Cnty/Dist: 1301, Block: 1.01, Lot: 1.01, Qual: None, PhotoLoc: Rear, Photo: 1

Example C:

FILE NAME: 1301-1 01-1 01-QFARM-A-1.jpg

READ AS: Cnty/Dist: 1301, Block: 1.01, Lot: 1.01, Qual: QFARM, PhotoLoc: Accessory, Photo: 1