REQUEST FOR PROPOSALS

FOR

BOROUGH OF NEPTUNE CITY, NEW JERSEY

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

(P.L. 2013, c. 15)

January 1, 2021 through December 31, 2025

REQUEST FOR PROPOSAL

NOTICE IS HEREBY GIVEN that sealed Proposals will be received by the Municipal Clerk of the Borough of Neptune City (the "Municipality"), State of New Jersey, on February 10, 2021 at 10:00 a.m. in the Municipality Clerk's Office of the Municipality, located at 106 W Sylvania Ave. Neptune City, NJ 07753.

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, 2021 and December 31, 2025 (also referenced as the "Project") awarded as a three (3) year contract with the option of two (2) additional one (1) year awards.

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, 106 W Sylvania Ave Neptune City, NJ 07753, telephone number 732-776-7224, extension 41, during regular business hours, 9:30 A.M. to 4:30 P.M., Monday through Friday, excluding holidays, or on the Municipality's website at www.neptunecitynj.com. Any questions regarding the Request for Proposals should be directed to the Municipality's Clerk Tamara Brown at the telephone number and/or address specified above.

The Project shall be awarded through a "fair and open" 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 2021 tax year, under the applicable time tables set forth in the Assessment Demonstration Program (P.L. 2013 Ch. 15) or such other applicable laws.

All vendors are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

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 Neptune City.

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 -- Mandatory Affirmative Action Language
16. Listing of Subcontractors
17. List of all key employees at date of Proposal indicating educational background
18. List of current revaluation or reassessment projects under Contract indicating Contract completion date

19. List of revaluation and reassessment project Proposals submitted to Municipalities within the past six months

20. Copies of Financial Statements from the last two years

21. If applicable, Vendor's acknowledgment of receipt of any notice(s) or vision(s) or addenda to an advertisement, specifications or Proposal document(s)

22. State of NJ Business Registration Certificate

23. 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.

24. 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 Individual:	Print Name and Title of Authorized Representative of Entity Signing This Document
Signature of Authorized Representative	Date

PROPOSAL FORM

BOROUGH OF NEPTUNE CITY, NEW JERSEY

REAL PROPERTY DATA COLLECTION AND VERIFICATION SERVICES

2021 through 2025

WITH RESPECT TO THE COLLECTION AND VERIFICATION OF ALL REAL PROPERTY DATA SITUATED WITHIN THE BOUNDARIES OF THE **BOROUGH OF NEPTUNE CITY**

_____

COMPANY NAME

DOES HEREBY PROPOSE TO UNDERTAKE SAID DATA COLLECTION PROJECT IN ACCORDANCE WITH THE WITHIN SPECIFICATIONS AND PROVISIONS AT A TOTAL COST OF:

_____

DOLLARS

_____

(AMOUNT IN WORDS)

_____

Company

_____

Signature

_____

Print Name

_____

Title

_____

Date

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY:

: ss.

COUNTY OF:

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

Subscribed and sworn to before me

this _____ day of _____, 20__

_____

Notary Public, State of _____

_____
(Signature)

_____
(By)

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

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

Date:_____ **LEGAL NAME OF VENDOR:** _____

Check which business entity the Vendor is:

Type of Corporations:

Limited Liability Corporation ☐
Subchapter S Corporation ☐

Type of Partnerships:

Limited Partnership ☐
Limited Liability Partnership ☐

Sole Proprietorship ☐

Complete if the Vendor is one of the 3 Types of Corporations:

Date Incorporated: _____

Where Incorporated: _____

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

Signature _____ Date _____

Street Address _____ Municipality _____ State _____ Zip _____

Telephone No. _____ Fax _____

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

Name _____ **Address** _____

Name _____ **Address** _____

Name _____ **Address** _____

Name _____ **Address** _____

AFFIRMATIVE ACTION REQUIREMENTS

N.J.S.A. 10:5-31 and N.J.A.C. 17:27
PROCUREMENT AND SERVICE CONTRACTS

"Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq." (N.J.A.C. 17:27)

A. ALL VENDORS

1. Within seven (7) days after receipt of notification of intent to award the Contractor receipt of the Contract, whichever is sooner, the successful Vendor must submit one of the following forms of evidence:

a) A Federal Letter of Affirmative Action Plan Approval from the U.S. Department of Labor's Office of F ederal Contract Compliance Programs (OFCCP). This letter cannot be more than one year old from the date of issuance.

OR

b) A State of New Jersey Certificate of Employee Information Report.

OR

c) A completed Affirmative Action Employee Information Report (Form AA302).

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

2. The successful Vendor(s) may obtain the Affirmative Action Employee Information Report (AA302) from the Purchasing Division during normal business hours.

3. The successful Vendor(s) must submit the white and canary copies of the (AA302) Report to the State Affirmative Action Office. The pink copy is submitted to the public agency, and the gold copy is retained by the Vendor.

B. THE FOLLOWING QUESTIONS MUST BE ANSWERED BY ALL PROSPECTIVE VENDORS:

1. Do you have a Federal Letter of Affirmative Action Plan Approval? This letter cannot be more than one year old from the date of issuance.

Yes_____ No_____

a) If yes, please submit a photocopy of such approval. **If no,**

NOTICE TO VENDORS
AFFIRMATIVE ACTION REQUIREMENTS
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
PROCUREMENT AND SERVICE CONTRACTS
(Continued)

2. Do you have a State of New Jersey Certificate of Employee Information Report (Certificate of Approval)?

   Yes_____ No_____

   (attached)

   a) If yes, please submit a photocopy of such approval.

   If no,

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

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

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

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

_____
Company

_____
Signature

_____
Print Name

_____
Title

_____
Date

BOROUGH OF NEPTUNE CITY

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 Vendor's 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 NEPTUNE CITY
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."

1. _____

_____

_____

_____

2. _____

_____

_____

_____

_____

VENDOR NAME

SUBMITTED BY:

_____

DATED: _____

BOROUGH OF NEPTUNE CITY
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 not 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 NEPTUNE CITY
PROPERTY DATA COLLECTION AND VERIFICATION PROGRAM

CONTRACT FOR REAL PROPERTY DATA COLLECTION AND VERIFICATION SERVICES FROM JANUARY 1st, 2021 through DECEMBER 31st, 2023, with the option of two (2) additional one (1) year extensions upon mutual agreement of the Parties (the "Contract")

THE BOROUGH OF NEPTUNE CITY
a Municipal Corporation of the State of New Jersey
106 W SYLVANIA AVE. NEPTUNE CITY, NJ 07753
(hereinafter the "Municipality");

AND

_____
(vendor name)
_____
_____
_____
(vendor address)

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

1. Program Definitions:

The Company agrees to prepare and execute a complete program for the collection and verification of all data of real properties situated within the confines of the Municipality (as illustrated on the Property Classification Summary attached hereto as Appendix A) commencing in 2021, or as directed by the Municipality upon the terms contained herein. Said work shall be performed in accordance with the terms and conditions contained herein, including the attached Appendices.

The Company must comply with the attached delivery schedule (Appendix D).

2. Contract Contingencies:

The Parties shall not have the authority to vary, alter, amend, or change this Contract once executed, without the written consent of the other party. No changes to the pricing or number of required inspection visits provided herein may be made following the submission of bids by prospective vendors.

The Company shall not have the right to subcontract any portion or function of this Contract, without receiving prior written approval from the Municipality's Tax Assessor (the "Assessor").

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

3. Conflict of Interest:

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

Company or its affiliates.

Neither the Company nor any of its or its affiliates' members, employees, officers, or stockholders shall represent any property owner or taxpayer filing a tax appeal in the State of New Jersey during the term of the Contract.

Any violation by the Company of the provisions of this section shall result in the termination of this Contract and the Municipality shall commence a bid process for the remainder of the current project term and any extensions thereof.

4. Company Personnel:

Principals of the Company must include individuals that have at least five (5) years of practical and extensive experience in the collection of data for the purposes of mass appraisal.

Field personnel shall have a minimum of seventy (70) hours of in-service training pertaining to their particular phase of the work and shall be generally aware of other phases of the data collection project prior to starting field work. A sufficient number of field personnel shall be provided so as to meet the project completion schedule and other parts of this Contract. At least one of the field personnel shall be designated for commercial properties.

The Company shall designate a qualified and responsible employee to supervise the operation of the Company's staff for the entire project, as designated in 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 property inspection and/or appraisal work. These designated individuals shall make themselves available to the Assessor for consultation throughout the project.

The Company shall either obtain an identification card from the Municipality for each staff member or use its own identification card provided it is approved by the Assessor. 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. The Company shall instruct all field personnel to avoid unnecessary communication with property owners and residents while conducting inspections, consistent with Section 13.

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

The Company shall require all personnel performing work on this project to authorize a background investigation of its employees by submitting 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, which shall be at the expense of the Company.

Upon written notice to the Company, the 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 Police Department.

5. Office Space:

The Company shall provide their own office space within a municipality in Monmouth County. The Company must provide a sufficient number of computer lines at their expense, if needed. The

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

The Company shall provide adequate telephone and online services throughout this project to receive any inquires by interested persons at the Company's expense. The phone numbers must be local phone numbers and not "main office" or out of state numbers. The Assessor shall be provided with a list of telephone numbers being used by Company personnel in order to maintain communications between all parties.

6. Submission of Work:

Upon the completion of each annual portion of the project and the verification and auditing of all data collected by the Company, the Company shall enter the data into the computer system. Said computer system must be compatible with the Municipality's MicroSystems tax assessment software and must contain MOD IV and CAMA file information for entering and use or must be converted at the Company's expense and submitted into the County system for the Assessor's review. Any cost relative to this provision is at the exclusive expense of the Company. Verification of the Company's system compatibility shall be demonstrated before the project is commenced and approved by the Assessor.

The Company shall include real property identification material on properly labeled individual property record cards in a format acceptable to and approved by the Assessor.

The information to be verified and collected on the property record card for each property shall include, but not necessarily be limited to:

(1) A scaled sketch of the exterior building dimensions for residential properties, and non-residential properties if pursuant to an Added/Omitted inspection, or if the Municipality maintains sketches of non-residential properties in electronic format accessible by the Company.
(2) Notations of significant building components;
(3) Land and building characteristics, including number of units; and
(4) Identification of the person making the inspection and whether an interior inspection was obtained.

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 so that it can be retrieved in an expeditious manner for further review.

At the discretion of the Assessor, the Company shall provide the Assessor with completed property record cards in electronic format and filed in sequence by block and lot numbers for all taxable and exempt properties. Property record files shall include all supporting data and documentation.

7. Project Completion; Program Progress Reports:

The Parties hereby recognize that completion of the project within a timely manner is essential. The Company has agreed to complete the project in accordance with the requirements of the Assessment Demonstration Program (P.L. 2013 c. 15) and/or such other applicable laws.

The Company shall submit a monthly status report outlining the project's progress to the Assessor for any month in which inspections have been completed, until completion and acceptance of the project.

8. Payment Schedule:

The Company shall submit a monthly invoice to the Municipality for any month in which inspections have been completed, within 5 days of the last day of each such month and return any payment vouchers provided by the Municipality. Payment shall be made by the Municipality within 30 days of receipt of each invoice.

Payment will be made for work completed, and billings properly filed and approved shall be processed and payment shall be mailed to the Company if found to be in order and approved.

Payments to be made to the Company under this Contract shall be calculated by applying the appropriate dollar value to the work completed and accepted by the Assessor for each payment period. The dollar values to be utilized are outlined in the Appendices attached hereto.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Materials and Information to Be Provided:

The Municipality shall furnish the Company with the following:

a) One (1) large and two (2) small copies of the up-to-date tax map (or sufficient digital maps) 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 to assist field inspectors 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) An electronic copy of the MOD IV file, and corresponding record layout from the Municipality's data custodian, of current property records for all properties currently listed upon the tax records of the Municipality. This electronic file shall include, but not be limited to, the block, lot, additional lots, owner's name and address, property location and property classification. The Municipality will also provide an outline and explanation of any unique data fields utilized by the Assessor to ensure that the Company's revision of property records does not interfere with such data fields.

c) Letters of introduction to facilitate the Company's access to properties for inspection and data collection purposes.

15. Property Inspection:

At least two (2) weeks prior to their scheduled inspections, unless a different time frame is directed

by the Assessor, the Company shall notify the current owners on file for each property within the Municipality (excluding Municipality-owned properties), by mail, that the Company will be conducting inspections, explaining the nature and purpose of the data collection program. The letter will come from the Tax Assessor's office at the Company's expense and 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 will also provide contact information for the Assessor to field any specific questions. A copy of said letter must be submitted to the Assessor prior to being mailed.

This Contract requires the inspection and verification of all property exteriors and two (2) interior inspection attempts. The Company shall not be required to complete any exterior inspections of properties which are inaccessible, or any exterior or interior inspections when the property owner and/or occupant refuses inspector entry, with such properties being labeled accordingly for the Assessor and excluded from subsequent visits.

All exterior and interior inspection attempts must be conducted in-person by the Company's personnel and the Company shall not rely on mailings or other contacts with property owners for purposes of fulfilling the Company's inspection requirements hereunder. However, data may be collected directly from property owners in select circumstances, as permitted by the Assessor, such as cases in which an owner or occupant's health is not conducive to an interior inspection. Any violations of this provision will result in termination of the Contract by the Municipality.

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. Second inspections may be scheduled with property owners for any day of the week, including Sunday, provided the property owner/occupant agrees to the appointment time and day.

If the owner/occupant is not available at the time of the first inspection, a calling card or "door tag" shall be left in a conspicuous place (not in a mail box) indicating that the field inspector has attempted to visit, requesting that the owner/occupant arrange for an interior inspection by either calling the telephone number provided or through the Company's internet-based appointment website. This card shall include information advising that the inspection is necessary for the Municipality to accurately assess their property.

In cases where no interior inspection is possible after two (2) attempts or an owner/occupant refuses to either set an appointment (in a reasonably designated time period) or allow entry to the premises, the Company shall indicate this on the relevant property record, for review by the Assessor. In no event shall a card be left requesting the owner/occupant to fill in information.

The Company shall immediately notify the Assessor of any properties discovered not to be on the current tax list so as to permit adequate time to place an Added/Omitted assessment on the property.

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 and physical condition, as possible.

Each inspector shall record the name or code of the person making the inspection, the date of inspection, and obtain 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.

All properties within the Municipality must be inspected and verified during the term of the

Contract, subject to the exceptions noted above, which shall include the initial term and extensions.

The Company shall be responsible for identifying those properties subject to inspection in any given year, with the exception of properties identified for Added/Omitted inspections which shall be the responsibility of the Assessor.

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.

Inspection data shall be electronically forwarded to the Municipality's data custodian at the completion of each annual portion of the project. Upon completion of a review by the Assessor, should discrepancies appear in the Company's data, the Company shall make the necessary corrections at its own expense.

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

16. Added/Omitted and Farmland Assessment Inspections; New Sketches

The Assessor shall provide the Company with notice by March 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 G and H, 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.

17. Computer Requirements:

The data collection of all properties must be computer generated so that the data can be integrated into the computer mass appraisal system (CAMA). The Municipality 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 be computerized for the purpose of generating computer data files for residential and commercial properties.

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

18. Digital Photography:

A new digital photograph will be taken by the Company, at its own expense, for all improved properties (no matter the class), which will include the county and municipal district code, tax block and lot, and be properly attached to the MOD IV and CAMA files for each property. Additionally, residential or commercial structures on the same parcel shall be separately photographed, and Municipality may direct the Company to take additional photos for an agreed upon fee.

19. Residential Data Collection:

For data collection relating to residential properties, the schedules shall contain all variations 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 condition of which will be verified (or changed, if applicable) in each property record.

20. Commercial, Industrial and Apartment Data Collection:

For data collection relating to commercial, industrial and apartment properties, site improvements such as fencing, lighting, docks, and paving are to be recorded as accessory items, and the condition of each property's features will be verified (or changed, if applicable) in each property record.

21. Records and Computations to Become Property of Municipality:

On an annual basis, upon the conclusion of all property inspections and acceptable revisions, the Company shall meet with the Assessor upon his or her request to finalize all aspects of the project. The Company shall transmit to the custody of the Assessor (via the Municipality's data custodian) all data collected by the Company pursuant to the project if not previously provided. These records may 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 data collection;
(3) Data processing information pertaining to the format of the computer systems used in the project;
(4) Pictures of properties as required by this Contract;
(5) Records containing property data files which will be used in the development of the Assessor's certified tax list, in a format consistent with the New Jersey Property Tax System MOD IV; and
(6) Any other records pertaining to the project.

22. Cost Proposal for 5-Year Inspection Plan (3-year award with one 2-year extension option):

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.

23. Affirmative Action:

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.

24. Americans With Disabilities Act of 1990:

The Company agrees to comply with the "Americans With Disabilities Act of 1990", which shall be incorporated herein by reference.

IN WITNESS WHEREOF, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties have executed this Contract with an effective date this ____ day of _____, 20__.

BOROUGH OF NEPTUNE CITY

_____

_____
WITNESS/TITLE:

[COMPANY]

_____

_____
WITNESS/TITLE:

APPENDIX A

BOROUGH OF NEPTUNE CITY
PROPERTY CLASSIFICATION SUMMARY
2020

CLASS	PROPERTY CLASSIFICATION	NUMBER OF LINE ITEMS
1	VACANT LAND	32
2	RESIDENTIAL (4 FAMILY OR LESS)	1,527
3A	FARM REGULAR	0
3B	FARM QUALIFIED	0
4A	COMMERCIAL	100
4B	INDUSTRIAL	6
4C	APARTMENTS/MULTI FAMILY	8
15A	EXEMPT PUBLIC SCHOOL	1
15B	EXEMPT OTHER SCHOOL	0
15C	EXEMPT PUBLIC PROPERTY	30
15D	EXEMPT CHARITABLE	1
15E	EXEMPT CEMETERIES	1
15F	EXEMPT MISC.	17
	TOTAL	1,723

NOTES:

APPENDIX B

BOROUGH OF NEPTUNE CITY

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 NEPTUNE CITY

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 NEPTUNE CITY

SCHEDULE OF COMPLETION AS PER THE REQUIREMENTS OF THE ASSESSMENT DEMONSTRATION PROGRAM
S1213-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 Added/Omitted Properties, as provided by the Assessor by June 1 (b)	September 1 / Company
Completion and Submission of Data Collection and Verification of Farmland Assessments (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) Submission to the Company of election for Added/Omitted and/or Farmland Inspections	June 1 / Assessor March 1 / Assessor
Mailing of Notification Cards to Property Owners	Minimum two (2) weeks prior to commencement of inspections / Company (c)
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 15.
(b) Due Date only applicable to Added and Omitted property lists provided to the Company by June 1.
(c) Unless a different time frame is directed by the Assessor pursuant to Section 15.

APPENDIX E

BOROUGH OF NEPTUNE CITY
COST 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	RESIDENTIAL (4 FAMILY OR LESS)	$____ PER PARCEL
3A	FARM REGULAR	$____ PER PARCEL
3B	FARM QUALIFIED	$____ PER PARCEL
4A	COMMERCIAL	$____ PER PARCEL
4B	INDUSTRIAL	$____ PER PARCEL
4C	APARTMENTS	$____ PER PARCEL
15A	EXEMPT PUBLIC SCHOOL	$____ PER PARCEL
15B	EXEMPT OTHER SCHOOL	$____ PER PARCEL
15C	EXEMPT PUBLIC PROPERTY	$____ PER PARCEL
15D	EXEMPT CHARITABLE	$____ PER PARCEL
15E	EXEMPT CEMETERIES	$____ PER PARCEL
15F	EXEMPT MISC.	$____ PER PARCEL

APPENDIX F

BOROUGH OF NEPTUNE CITY
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 PARCEL
• 2	RESIDENTIAL (4 FAMILY OR LESS)	$____ PER PARCEL
• 3A	FARM REGULAR	$____ PER PARCEL
• 3B	FARM QUALIFIED	$____ PER PARCEL
• 4A	COMMERCIAL	$____ PER PARCEL
• 4B	INDUSTRIAL	$____ PER PARCEL
• 4C	APARTMENTS	$____ PER PARCEL
• 15A	EXEMPT PUBLIC SCHOOL	$____ PER PARCEL
• 15B	EXEMPT OTHER SCHOOL	$____ PER PARCEL
• 15C	EXEMPT PUBLIC PROPERTY	$____ PER PARCEL
• 15D	EXEMPT CHARITABLE	$____ PER PARCEL
• 15E	EXEMPT CEMETERIES	$____ PER PARCEL
• 15F	EXEMPT MISC.	$____ PER PARCEL

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

APPENDIX G

P.L.1975, C.127 (N.J.A.C. 17:27
MANDATORY AFFIRMATIVE ACTION LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing 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 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 applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 Contract Compliance and EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.