

**REQUEST FOR PROPOSALS**

**FOR**

**Keyport, NEW JERSEY**

**REAL PROPERTY DATA COLLECTION AND VERIFICATION**

**SERVICES IN ACCORDANCE WITH THE ASSESSMENT**

**DEMONSTRATION PROGRAM**

**(P.L. 2013, c. 15)**

**January 1, 2025 through December 31, 2029**

## REQUEST FOR PROPOSAL

**NOTICE IS HEREBY GIVEN** that sealed Proposals will be received by the Municipal Clerk of the Borough of Keyport, State of New Jersey, on December 20, 2024, at 10:00 a.m. in the Municipal Clerk's Office of the Municipality, located at 70 W. Front Street, Keyport, NJ, 07735.

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, 2025 and December 31, 2029 (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 Municipal Clerk's Office, 70 W. Front Street, P.O. Box 60, Keyport, NJ, 07735, telephone number 732-739-5124, 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 [keyportonline.com](http://keyportonline.com). Any questions regarding the Request for Proposals should be directed to the Municipal Clerk, Michele Clark 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 2026 tax year, under the applicable time tables set forth in the Assessment Demonstration Program (P.L. 2013 Ch. 15) or such other applicable laws.

This RFP constitutes an invitation to submit proposals to the Municipality, and does not represent an offer, obligation or agreement on the part of the Municipality. The Municipality reserves the right to protect the best interests of the Municipality, and to accept the proposal that, in its sole judgment, provides the most qualified professional services through costs and fees that are fair and reasonable, in terms of the Municipality's budget, the general market rate for the requested services, and the level of experience, breadth of services, and expertise of the proposer.

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 Keyport.

**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. Americans With Disabilities Act
6. Applicant and Sub-Applicant Business Registration Certificate
7. Corporate Disclosure Statement
8. Prohibited Iran Activities
9. Statement of Qualifications
10. Exceptions
11. No Response Proposal Survey
12. Contract
13. Appendix A (to proposed Contract) – Property Class Summary
14. Appendix B (to proposed Contract) - List of Supervisors
15. Appendix C (to proposed Contract) – Employee Background Release
16. Appendix D (to proposed Contract) – Schedule of Completion
17. Appendix E (to proposed Contract) – Cost Proposal for 5-Year Internal Inspection Plan
18. Appendix F (to proposed Contract) – Cost Proposal for Added/Omitted Assessment Inspections

19. Appendix G (to proposed Contract) – Cost Proposal for Farmland Assessment Inspections (if applicable)
20. Listing of Subcontractors
21. List of all key employees at date of Proposal indicating educational background
22. List of current revaluation or reassessment projects under Contract indicating Contract completion date
23. List of revaluation and reassessment project Proposals submitted to Municipalities within the past six months
24. Copies of Financial Statements from the last two years
25. If applicable, Vendor's acknowledgment of receipt of any notice(s) or vision(s) or addenda to an advertisement, specifications or Proposal document(s)
26. State of NJ Business Registration Certificate
27. 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.
28. 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

Proposals will be evaluated by Keyport on the basis of the proposals deemed to be most advantageous, price and other factors considered. The evaluation will consider:

- a. Experience and reputation in the field;
- b. Knowledge and experience with municipal/local government;
- c. Knowledge of the subject matter to be addressed under the contract;
- d. Availability to accommodate any required meetings of the agency as required by the Administrator/Governing Body;
- e. Support staff availability;
- f. Compensation proposal;
- g. Other factors, if determined to be in the best interest of Keyport and its agencies.

**GENERAL INFORMATION FOR APPLICANTS**

**I. SUBMISSION OF QUALIFICATIONS**

- A. Borough of Keyport, Monmouth County, New Jersey (hereinafter referred to as “Keyport”) invites sealed proposals pursuant to the Notice to Applicants.
- B. Sealed proposals will be received by the designated representative at the time and place stated in the Notice to Applicants, and at such time and place will be publicly opened and read aloud.
- C. The proposal form shall be submitted, in a sealed envelope: (1) addressed to Keyport, (2) bearing the name and address of the applicant written on the face of the envelope, and (3) clearly marked “PROPOSAL” with the contract title and/or proposal # being proposal.
- D. It is the applicant’s responsibility to see that proposals are presented to the Keyport on the hour and at the place designated. Proposals may be hand delivered or mailed; however, Keyport disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent by overnight mail, the designation in section C, above, must also appear on the outside of the delivery company envelope. Proposals received after the designated time and date will be returned unopened.
- E. Sealed proposals forwarded to Keyport before the time of Receipt of proposals may be withdrawn upon written application of the applicant who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal.
- F. All prices and amounts must be written in ink or preferably typewritten. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of additive information not required by the specifications, or Keyport may reject irregularities of any kind. Any changes, whiteouts, strikeouts, etc. on the proposal page must be initialed in ink by the person responsible for signing the proposal.
- G. Each proposal form must give the full business address of the applicant and be signed by an authorized representative. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

**II. INTERPRETATION AND ADDENDA**

- A. The applicant understands and agrees that its proposal is submitted on the basis of the requirements prepared by Keyport. The applicant accepts the obligation to become familiar with these requirements.

- B. Applicants are expected to examine the requirements with care and observe all their requirements. Ambiguities, errors or omissions noted by applicants should be promptly reported in writing to the appropriate official. In the event the applicant fails to notify Keyport of such ambiguities, errors or omissions, the applicant shall be bound by the proposal.
  
- C. No oral interpretation of the meaning of the specifications will be made to any applicant. Every request for an interpretation shall be in writing, addressed to Keyport's representative stipulated in the proposal. In order to be given consideration, written requests for interpretation must be received at least five (5) days prior to the date fixed for the Receipt of the proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective applicants, in accordance with N.J.S.A. 40A:11-23. All addenda so issued shall become part of the contract documents and shall be acknowledged by the applicant in the proposal. Keyport's interpretations or corrections thereof shall be final.

### III. PREPARATION OF PROPOSALS

- A. Keyport is exempt from any local, state or federal sales, use or excise tax.

### IV. STATUTORY AND OTHER REQUIREMENTS

- A. Mandatory Affirmative Action Certification

No firm may be issued a contract unless it complies with the affirmative action regulations of N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127).

- 1. Procurement, Professional and Service Contracts

All successful vendors must submit, within seven days after the receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:

- i. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter), or
    - ii. A photocopy of an approved Certificate of Employee Information Report, or
    - iii. If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).

- B. Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of proposals and services is prohibited. The successful applicant is required to read Americans with Disabilities language that is part of this specification

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and agrees that the provisions of Title II of the Act are made a part of the contract. The successful applicant is obligated to comply with the Act and to hold Keyport harmless.

C. Stockholder Disclosure

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the proposal or accompanying the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. Form of Statement shall be completed and attached to the proposal.

D. Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the proposal.

E. New Jersey Business Registration Requirements

Non-Construction Contracts – The Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44 (g) (3) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c134 (C.52:32-44 et al) or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

F. Prohibited Investment Activities with Iran form must be completed.

**Failure to submit this shall be cause for rejection of the proposal.**

**V. METHODS OF AWARD**

- A. All contracts shall be awarded as a three (3) year contract with the option of two (2) additional one (1) year awards.
- B. The successful applicant will not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of Keyport .
- C. This contract will be awarded pursuant to a fair and open process as prescribed in NJSA 19:44A-20.4 (P.L. 2005, c. 51).

**VI. TERMINATION OF CONTRACT**

- A. If, through any cause, the successful applicant shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, Keyport shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve Keyport of any obligation for balances to the contractor of any sum or sums set forth in the contract.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to Keyport for damages sustained by Keyport by virtue of any breach of the contract by the contractor and Keyport may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due Keyport from the contractor is determined.
- C. The contractor agrees to indemnify and hold Keyport harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by Keyport under this provision.
- D. In case of default by the successful applicant, Keyport may procure the articles or services from other sources and hold the successful applicant responsible for any excess cost occasioned thereby.



**FORMS REQUIRING SIGNATURES**

**PROPOSAL FORM**

**Keyport, NEW JERSEY**

**REAL PROPERTY DATA COLLECTION AND VERIFICATION SERVICES**

**2025 through 2029**

WITH RESPECT TO THE COLLECTION AND VERIFICATION OF ALL REAL PROPERTY DATA SITUATED WITHIN THE BOUNDARIES OF THE Borough of Keyport.

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COMPANY NAME

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

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DOLLARS

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(AMOUNT IN WORDS)

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Company

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Signature

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Print Name

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Title

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Date

**BOROUGH OF KEYPORT**  
**PROPERTY DATA COLLECTION AND VERIFICATION PROGRAM**

CONTRACT FOR REAL PROPERTY DATA COLLECTION AND VERIFICATION SERVICES  
FROM JANUARY 1st, [2025] through DECEMBER 31st, [2027], with the option of two (2) additional  
one (1) one-year extensions upon mutual agreement of the Parties (the "Contract")

**THE MUNICIPALITY OF KEYPORT**  
a Municipal Corporation of the State of New Jersey  
70 W. Front Street, Keyport, NJ 07735  
(hereinafter the "Municipality");

AND

[VENDOR NAME]  
[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 2025, 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 inquiries 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 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 three (3) 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 three (3) 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 KEYPORT**

**[COMPANY]**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
WITNESS/TITLE:

\_\_\_\_\_  
WITNESS/TITLE:

**APPENDIX A**

BOROUGH OF KEYPORT  
PROPERTY CLASSIFICATION SUMMARY  
**2025**

<u>CLASS PROPERTY CLASSIFICATION</u>	<u>NUMBER OF LINE ITEMS</u>
1 VACANT LAND	93
2 RESIDENTIAL (4 FAMILY OR LESS)	1998
3A FARM REGULAR	0
3B FARM QUALIFIED	0
4A COMMERCIAL	213
4B INDUSTRIAL	7
4C APARTMENTS/MULTI FAMILY	20
15A EXEMPT PUBLIC SCHOOL	8
15B EXEMPT OTHER SCHOOL	2
15C EXEMPT PUBLIC PROPERTY	52
15D EXEMPT CHARITABLE	29
15E EXEMPT CEMETERIES	3
15F EXEMPT MISC.	68
<b>TOTAL</b>	<b>2493</b>

**NOTES:**



APPENDIX C

(TO BE SUBMITTED ONLY UPON AWARD OF CONTRACT)

BOROUGH OF KEYPORT

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 KEYPORT

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 <u>Added/Omitted Properties</u> , as provided by the Assessor by June 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)	June 1 / Assessor
Submission to the Company of election for Added/Omitted and/or Farmland Inspections	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 KEYPORT  
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 KEYPORT  
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

BOROUGH OF KEYPORT  
COST SUMMARY FOR FARMLAND ASSESSMENT INSPECTION SERVICES

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

CLASS

3B FARM QUALIFIED

\$ \_\_\_\_\_ PER PARCEL

**BOROUGH OF KEYPORT**

**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 KEYPORT**

**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.

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2.

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***VENDOR NAME***

**SUBMITTED BY:**

---

**DATED:**

---

**BOROUGH OF KEYPORT**  
**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:

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Signed: (optional) \_\_\_\_\_



- 1. Attach additional sheets in this format, if necessary.*
- 2. If an organization is shown as a greater than 10% Ownership, attach a similar breakdown of their/ its individual Owners.*

**BUSINESS ENTITY DISCLOSURE CERTIFICATION  
FOR TRADITIONAL CONTRACTS  
Required Pursuant To N.J.S.A. 19:44A-20.8**

\_\_\_\_\_  
(name of firm)

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that \_\_\_\_\_ (name of firm) have not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding January 2, 2025 as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).


**Part II – Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all Owners holding 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business entity:**

- Partnership       Corporation       Sole Proprietorship       Subchapter S Corporation  
 Limited Partnership       Limited Liability Corporation       Limited Liability Partnership

Name of Stock or Shareholder	Home Address

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_



2025  
PROFESSIONAL SERVICES  
PROPOSAL RECEIPT DATE: DECEMBER 20, 2024- 10:00 AM

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Subscribed and sworn before me this \_\_\_\_ day of  
\_\_\_\_\_, 2024.

\_\_\_\_\_  
(Affiant)

My Commission expires:

\_\_\_\_\_  
(Print name & title of affiant) (Corporate Seal)

**AFFIDAVIT OF NON-COLLUSION**

The undersigned, being duly sworn according to law, deposes and says:

1. I reside at \_\_\_\_\_  
\_\_\_\_\_
2. The name of the within applicant is \_\_\_\_\_  
\_\_\_\_\_
3. I executed the said proposal on behalf of the applicant with full authority to do so.
4. The applicant has not directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive proposal in connection with the contract.
5. All statements contained in the Qualification Statement and Proposal and in this Affidavit are true and correct and were made with the full knowledge that Borough of Keyport , Monmouth County, its officers and employees, relies upon the truth of the statements therein made in awarding the above-named contract.
6. I further warrant that no person or selling agency has been employed or retained to solicit or service such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees of or bonafide established commercial selling agencies maintained by the applicant.

Sworn and subscribed to  
before me on this day of

\_\_\_\_\_, 2024

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print Name

**AFFIRMATIVE ACTION CERTIFICATION**

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

2. A photocopy of approved Certificate of Employee Information Report.

OR

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

OR

4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Workforce Report (AA201) for any contract award that meets or exceeds the Public Agency bid 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.**

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The following questions must be answered by all applicants:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, please submit a copy of such approval.

2. Do you have a Certificate of Employee Information Report Approval?

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L.1975, c.127 and agrees to furnish the required documentation pursuant to the law.

**Note: A contractor's proposal must be rejected as non-responsive if a contractor fails to comply with requirements of P.L. 1975, c.127, within the time frame.**

Applicant's Name

Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Print Name

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**EXHIBIT A**  
**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, affection or sexual orientation or sex. Except with respect to affection 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, affection 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, affection 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, affection 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, affection 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.

**ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO  
PROPOSAL DOCUMENTS FORM**

Pursuant to N.J.S.A. 40A: 11-23.1a, the undersigned hereby acknowledges receipt of the following notices, revisions, or addenda to the proposal advertisement, specifications or proposal documents. By indicating date of receipt, applicant acknowledges the submitted proposal takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to applicants shall take precedence and that failure to include provisions of changes in a proposal may be subject for rejection of the proposal.

<u>Addendum Number</u>	<u>How Received (mail, fax, pick-up, etc.)</u>	<u>Date Received</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\*\*\*If no addenda has been issued, please write "N/A" above and complete the form below\*\*\*

Company/Applicant: \_\_\_\_\_

By Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AMERICANS WITH DISABILITIES ACT**

**Equal Opportunity For Individuals With Disabilities**

The Contractor and Keyport do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "ADA") (42 U.S.C. Section 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit or service on behalf of Keyport pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the ADA. In the event that the Contractor, its agents, servants, employees or subcontractors violate or are alleged to have violated the ADA during the performance of this contract, the Contractor shall defend Keyport in any action or administrative proceeding commenced pursuant to this ADA. The Contractor shall indemnify, protect and save harmless Keyport, 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 Keyport grievance procedure, the Contractor agrees to abide by any decision of Keyport which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against Keyport or if Keyport 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.

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

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

It is further agreed and understood that the Borough 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 Keyport from taking any other actions available to it under any other provisions of this agreement or otherwise by law.

\_\_\_\_\_  
COMPANY / BIDDER'S NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME (PRINT)                      TITLE

Keyport  
**CERTIFICATE BY PROFESSIONAL UNDER CONSIDERATION FOR APPOINTMENT**

\_\_\_\_\_, of full age, certify and say:

1. I am employed by, or am a member of, the firm, \_\_\_\_\_, (“Firm”).
2. I am sufficiently familiar with the Firm’s business and transactions, or have made inquiry of the Firm sufficient to allow me to execute this Certification for the purposes stated herein.
3. I hereby certify that I am eligible to be awarded a Contract for professional services to Keyport.
4. I hereby certify that the foregoing statements made by me are true. I am aware that Keyport will rely upon this Certification in the event a Contract for professional services is awarded to me. I am further aware that if any of the statements made by me are willfully false, I am subject to punishment, and in addition thereto, any Contract for professional services which may have been awarded may be terminated and/or declared null and void.

Company/Applicant: \_\_\_\_\_

By Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_



## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of N.J.S.A. 19:44A-20.26. This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$200 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Ownership Disclosure Certification. This will assist the agency in meeting its obligations under the law.

**NOTE: This section does not apply to Board of Education contracts.**

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit  
no later than 10 days prior to the award of the contract.**

**Part I – Vendor Information**

Vendor Name:			
Address:			
City:		State:	
Zip:			

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title
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**Part II – Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$200 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$


Check here if the information is continued on subsequent page(s)



**APPENDIX A**

**LETTER OF QUALIFICATION**

**(Note: To be typed on Respondent's Letterhead. No modifications may be made to this letter)**

Kimberly Humphrey, Administrator  
Borough of Keyport  
70 W Front Street  
Keyport, NJ 07735

Dear Ms. Humphrey:

The undersigned has/have reviewed the Qualification Statement submitted in response to the Request for Proposals (RFP) issued by Borough of Keyport ("Keyport"), dated (month, date, year) in connection with the Keyport's need to appoint, various professional services consultants.

I/We affirm that the contents of the Qualification Statement (which Qualification Statement is incorporated herein by reference) are accurate, factual and complete to the best of my/our knowledge and belief and that the Qualification Statement is submitted in good faith upon express understanding that any false statement may result in the disqualification of (Name of Respondent).

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.)

- (Signature-Chief Executive Officer) \_\_\_\_\_

Typed Name and Title  
\_\_\_\_\_

Typed Name and Title  
\_\_\_\_\_

Typed Name of Firm\*  
\_\_\_\_\_

Typed Name of Firm\*  
\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Each member of a joint venture, partnership or other formal organization shall execute this Letter of Qualification or the joint venture, partnership or other formal organization must provide documentation that the person signing has the authority to execute this Letter of Qualification on its behalf.

**APPENDIX B  
LETTER OF INTENT**

**(Note: To be typed on Respondent's Letterhead. No modifications may be made to this letter)**

Kimberly Humphrey, Administrator  
Borough of Keyport  
70 W Front Street  
Keyport, NJ 07735

Dear Ms. Humphrey:

The undersigned, as Respondent, has (have) submitted the attached Qualification Statement in response to a Request for Proposals (RFP), issued by Keyport, dated (**month date, year**), in connection with the Borough's need for Professional Consulting Services for the year 2025.

(Name of Respondent) HEREBY STATES:

1. The Qualification Statement contains accurate, factual and complete information.
2. (**Name of Respondent**) agrees (agree) to participate in good faith in the procurement process as described in the RFP.
3. (**Name of Respondent**) acknowledges (acknowledge) that all costs incurred by it (them) in connection with the preparation and submission of the Qualification Statement and any proposal prepared and submitted in response to the RFP, or any negotiation which results therefrom, shall be borne exclusively by the Respondent.
4. (**Name of Respondent**) hereby declares (declare) that the only persons participating in this Qualification Statement as Principals are named herein and that no person other than those herein mentioned has any participation in this Qualification Statement or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to Keyport . (**Name of Respondent**) declares that this Qualification Statement is made without connection with any other person, firm or parties who has submitted a Qualification Statement, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.
5. (**Name of Respondent**) acknowledges and agrees that the Borough may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, Keyport shall not have any liability to the Respondent for any costs

incurred by the Respondent with respect to the procurement activities described in this RFP.

6. (Name of Respondent) acknowledges that any contract executed with respect to the provision of all positions included in this RFP must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws. Respondent, if awarded a contract, will submit evidence of appropriate affirmative action compliance by providing either a 1) Letter of Federal Approval, or a 2) Certificate of Employee Information Report, or a 3) copy of a completed Initial Employee Report, Form AA-302.

(Respondent shall sign and complete the space provided below. If a joint venture, appropriate officers of each company shall sign.)

Signature of Chief Executive Officer)

(Typed Name and Title)

(Typed Name of Firm)\*

Dated: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Each Member of a joint venture, partnership or other formal organization shall execute this Letter of Intent or the joint venture, partnership or other formal organization must provide documentation that the person signing has the authority to execute this Letter of Intent on its behalf.

# Prohibited Russia-Belarus Activities & Iran Investment Activities



**Person or Entity**

## Part 1: Certification

**COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>  
[www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf)

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

## CONTRACT AWARDS AND RENEWALS







*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment 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. (Skip Part 2 and sign and complete the Certification below.)*

**CONTRACT AMENDMENTS AND EXTENSIONS**



*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. 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. (Skip Part 2 and sign and complete the Certification below.)*

**IF UNABLE TO CERTIFY**



*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

**Part 2: Additional Information**

**PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.**

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if 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 attachments 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 Contracting Unit is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Contracting Unit to notify the Contracting Unit in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Contracting Unit and that the Contracting Unit at its option may declare any contract(s) resulting from this certification void and unenforceable.*

<b>Full Name (Print)</b>		<b>Title</b>	
<b>Signature</b>		<b>Date</b>	