TOWNSHIP OF BOONTON

MORRIS COUNTY, NEW JERSEY

BID SPECIFICATIONS

for

REVALUATION SERVICES

Township-Wide 2029 Property Tax Revaluation

(With the Field Work Being Completed by December 2028)

MAYOR

William Klingener

COMMITTEE MEMBERS

Brian Honan

Thomas Donadio

Thomas Sanfilippo, Jr.

Paul Allieri

September 21, 2026

TABLE OF CONTENTS

	Page
1. INSTRUCTIONS TO BIDDERS	2
2. DEFINITIONS	4
3. BID SUBMISSION REQUIREMENTS	5
4. AWARD OF CONTRACT	7
5. WORK SPECIFICATIONS	9
6. BIDDING DOCUMENTS	11
7. CONTRACT DOCUMENTS	23

1. INSTRUCTIONS TO BIDDERS

1.1. THE BID

Pursuant to Resolution #26-148 adopted by the Township Committee of the Township of Boonton on August 10, 2026, the Township of Boonton (hereinafter "Township" or "Municipality") is soliciting Bids from qualified individuals and/or firms capable of providing professional revaluation services pursuant to N.J.S.A. 54:1-35.36 to the Township with the primary goals to prepare a plan and to implement and execute a complete revaluation program for the 2029 municipal-wide revaluation of all properties within the Township in accordance with the Order issued by the Morris County Board of Taxation, dated February 19, 2026, and any subsequent amendment thereto. Pursuant to such order, the municipal-wide revaluation is to be completed by September 30, 2028 and to be effective for the 2029 tax year. It is the intent of the Township to comply with this order as issued.

1.2. REQUESTS FOR INFORMATION

The deadline for questions, clarifications, and requests for information ("RFI") is **Thursday, December 3, 2026 at 4:00 pm.** Questions, clarifications and RFIs must be in writing. Send all questions, requests for clarification and RFIs by email to Douglas Cabana, RMC at dcabana@boontontownship.com with a copy to the Township Tax Assessor, Jacqueline Cardini, at jcardini@boontontownship.com and the Township Municipal Attorney, Fred Semrau, Esq., at fsemrau@dorseysemrau.com. All responses to questions, requests for clarifications and RFIs will be by addendum, and which shall, in accordance with N.J.S.A. 35:3-1 et seq., (P.L. 2025, C.72), be published and posted in the legal notices section of the Township's Official website at https://www.boontontownship.com/PublicNotices, and provided to each Bidder who received the bid package no later than seven (7) days, Saturdays, Sundays, and holidays excepted, prior to the deadline for acceptance of Bids.

1.3. BID OPENING

All Bid Proposals will be publicly opened and read by the Township's Municipal Clerk at the conference room located at the Township Municipal Building, 155 Powerville Road, Boonton Township, New Jersey 07005. Bids must be delivered by hand or by mail in a sealed envelope addressed to the Township's Municipal Clerk, 155 Powerville Road, Boonton Township, New Jersey 07005 by no later than **4:00 p.m. on December 10, 2026**. All Bid Proposals will be date and time stamped upon receipt. Bidder is solely responsible for the timely delivery of the Bid Proposal and no Bids shall be considered which are presented after the public call for receiving Bids. Any Bid Proposal received after the date and time specified will be rejected and returned, unopened, to the Bidder.

1.4. DOCUMENTS TO BE SUBMITTED

The following documents shall be submitted by every Bidder with the submission of the Bid Proposal:

1. Bid Proposal;

2. Bid Questionnaire;

3. Bid Guarantee in the form of a Bid bond, certified check or cashier's check in the amount of 10% of the total amount of the Bid Proposal, not to exceed $20,000; payable to the "Township of Boonton";

4. Consent of Surety;

5. Non-Collusion Affidavit;

6. Ownership Disclosure Form; and

7. Acknowledgement of Addenda Form.

All of the foregoing shall be submitted in accordance with the instructions hereinafter contained. The division of the Bid Specifications into parts is merely for convenience and ready reference; all parts of the Bid Specifications constitute a single document.

The following documents are not required at the time of submission of the Bid Proposal, but shall be submitted by the Successful Bidder in accordance with the terms of these Bid Specifications, and in all cases, prior to the award of the Contract:

1. Equal Employment Opportunity Forms;

2. Proof of Business Registration Certificate ("BRC");

3. Certification of Non-Involvement in Prohibited Activities in Russia or Belarus Form (the "Russia Form"); and

4. Certificate of Insurance.

2. DEFINITIONS

"Bid" or "Bid Proposal" means all documents, proposal forms, affidavits, certificates, statements required to be submitted by the Bidder at the time of the Bid opening.

"Bid Guarantee" means the Bid bond, cashier's check or certified check submitted as part of the Bid Proposal, payable to the Township, ensuring that the Successful Bidder will enter into a contract.

"Bid Specifications" means all documents requesting Bid Proposals for communication services contained herein.

"Certificate of Insurance" means a document showing that an insurance policy has been written and includes a statement of the coverage of the policy.

"Consent of Surety" means a contract guaranteeing that if the Contract is awarded, the surety will provide a performance bond.

"Contract" means the written agreement executed by and between the Successful Bidder and the Governing Body in substantially the form provided in Section 7.1 herein, and shall include the Bid Proposal, and the Bid specifications.

"Contract Administrator" is the Township Administrator or his designee.

"Contractor" or "Successful Bidder" means the responsive and responsible Bidder to whom award of the Contract shall be made based upon the lowest price, experience, current work load, and all other considerations as set forth in the Bids received.

"Governing Body" means the Township Committee of the Township of Boonton.

"Proposal forms" mean those forms that must be used by all bidders to set forth the prices for services to be provided under the Contract.

"Surety" means a company that is duly certified to do business in the State of New Jersey and that is qualified to issue bonds in the amount and of the type and character required by these specifications.

"Township" or "Municipality" means the Township of Boonton, a municipal body of politic and corporate, located within the County of Morris and State of New Jersey with principal offices at 155 Powerville Road, Boonton Township, New Jersey 07005.

"Work Specifications" means those specifications set forth in Section 5 hereof and in any addendums to the Bid Specifications.

3. BID SUBMISSION REQUIREMENTS

3.1. BID PROPOSAL

A. Each document in the Bid Proposal must be properly completed and executed. No Bidder shall submit the requested information on any form other than those provided in these Bid specifications.

B. Bid Proposals shall be hand delivered or mailed in a sealed envelope, and the name and address of the Bidder and the name of the Bid as set forth in the public advertisement for Bids must be written clearly on the outside of the sealed envelope. No Bid Proposal will be accepted past the date and time specified by the Township in the advertisement for Bids.

C. Each Bidder shall sign, where applicable, all Bid submissions as follows:

1. For a corporation or limited liability company, by a principal executive officer;

2. For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or

3. A duly authorized representative if:

a. The authorization is made in writing by a person described in sections 1 and 2 above; and

b. The authorization specifies either an individual or a position having responsibility for the overall operation of the business.

D. Any Bid Proposal that does not comply with the requirements of the Bid Specifications shall be rejected as non-responsive.

E. All designs and documentation delivered to the Township as part of a Bid and implementation of the project shall become the property of the Township.

3.2. BID GUARANTEES

A. A Bid Guarantee in the form of a Bid bond, cashier's check or certified check, made payable to the Township in the amount of ten percent (10%) of the highest aggregate Bid submitted, not to exceed Twenty Thousand Dollars ($20,000) must accompany each Bid Proposal. In the event that the Bidder to whom the Contract is awarded fails to enter into the Contract in the manner and within the time required, the award to the Bidder shall be rescinded and the Bid Guarantee shall become the property of the Township. The check or bond of the Successful Bidder shall be forfeited if the Bidder fails to enter into the Contract pursuant to these Bid Specifications. ***Failure to submit a Bid Guarantee shall be cause for rejection of the Bid.***

B. The Bidder shall submit with the Bid Proposal a Consent of Surety with Power of Attorney from a Surety Company authorized to do business in the State of New Jersey and acceptable to the Township that it will provide a Performance and Payment Bond for the full amount of the Bid Proposal for the term of the Contract. ***Failure to submit a Consent of Surety shall be cause for rejection of the Bid.***

3.3. EXCEPTIONS TO THE BID SPECIFICATIONS

Any conditions, limitations, provisos, amendments, or other changes attached or added by the Bidder to any of the provisions of these Bid Specifications or any changes made by the Bidder on the Proposal Forms shall result in the rejection of the Bid Proposal by the Township.

3.4. "BRAND NAME OR EQUIVALENT"

Whenever the Work Specifications identify a brand name, trade name or a manufacturer's name, this designation is used for classification or descriptive purposes only, and the Bidder may provide an equivalent product, subject to the approval of the Township.

3.5. COMPLIANCE

In addition to any and all requirements specifically listed within the Bid Specifications, all proposals must comply with current Federal and state laws, New Jersey State statutes, administrative codes/regulations and standard revaluation requirements of the New Jersey Division of Taxation and the Morris County Board of Taxation. The Bidder shall be familiar with and comply with all applicable local, state and federal laws and regulations in the submission of the Bid Proposal and, if the Bidder is awarded the Contract, in the performance of the Contract, including, but not limited to, provision of the Successful Bidder's Business Registration Certificate issued by the New Jersey Division of Revenue prior to the time a contract, purchase order, or other contracting document is awarded or authorized in accordance with N.J.S.A. 52:32–44(b).

3.6. CONFLICT OF INTEREST AND NON–COLLUSION

Each Bidder must execute and submit as part of the Bid Proposal a "Non-Collusion Affidavit" which at a minimum shall attest that:

A. The Bidder has not entered into any agreement or participated in any collusion with any other person, corporate entity or government entity, or competitive bidding either alone or with any other person, corporate entity or government entity in connection with the above-named project;

B. All statements made in the Bid Proposal are true and correct and made with the full knowledge that the Township relies upon the truth of those statements in awarding the Contract.

3.7. NO ASSIGNMENT OF BID

The Bidder may not assign, sell, transfer or otherwise dispose of the Bid or any portion thereof or any right or interest therein. This section is not intended to limit the ability of the Successful Bidder to assign or otherwise dispose of its duties and obligations under the Contract provided that the Township agrees to the assignment or other disposition, in advance and in writing.

4. AWARD OF CONTRACT

4.1. GENERALLY

A. The Township shall award the Contract or reject all Bids within sixty (60) days from the bid opening, except that the Bids of any bidders who consent thereto may, at the request of the Township, be held for consideration for such longer period as may be agreed. All bidders will be notified of the Township's decision, in writing, by certified mail.

B. The Contract will be awarded to the qualified Bidder submitting a complete Bid whose aggregate Bid price is the lowest responsive and responsible Bid.

C. The Township reserves the right to reject any Bid not prepared and submitted in accordance with the provisions hereof, and to reject any or all Bids in accordance with applicable law. In the event that the Township rejects all Bids, the Township shall publish a notice of re-Bid no later than ten (10) days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of Bids.

4.2. NOTICE OF AWARD AND EXECUTION OF CONTRACT

Within fourteen (14) calendar days of the award of the Contract, the Township shall notify the Successful Bidder in writing, at the address set forth in the Bid Proposal and such notice shall specify the place and time for delivery of the executed contract, the performance bond and the appropriate affirmative action documentation. Failure to deliver the required contract documents shall be cause for the Township to declare the Contractor non-responsive and to award the Contract to the next lowest Bidder. Award of the Contract is subject to review and approval by the Director of the Division of Taxation.

4.3. RESPONSIBLE BIDDER

The Township shall determine whether a Bidder is Qualified, Responsive and Responsible, as defined in N.J.S.A. 40A:11–2 and N.J.A.C. 18-12-4.6, with respect to the minimum qualifications for individual persons and firms providing municipal revaluation program services in New Jersey. The Bid Proposal of any Bidder that is deemed not Qualified or deemed not to be Responsive or Responsible shall be rejected.

4.4. PERFORMANCE AND PAYMENT BOND

A performance and payment bond issued by a Surety in an amount equal to no more than one hundred percent (100%) of the value of the Contract. The Successful Bidder shall provide said performance and payment bond concurrently with the delivery of the executed Contract.

4.5. EQUAL EMPLOYMENT OPPORTUNITY FORMS

A. If awarded a contract, the Successful Bidder will be required to comply with the requirements of N.J.S.A. 10:5–31 et seq. and N.J.A.C. 17:27 et seq.

B. Within seven (7) days after receipt of notification of the Township's intent to award a contract the Contractor must submit one of the following to the Township:

1. If the Contractor has a federal affirmative action plan approval which consists of a valid letter from the Office of Federal Contract Compliance Programs, the Contractor should submit a photocopy of its letter of approval.
2. If the Contractor has a certificate of employee information report, the Contractor shall submit a photocopy of the certificate.

If the Contractor has none of the above, the contracting unit shall provide the Contractor with an (A.A.302) affirmative action employee information report. If the Contractor does not submit the affirmative action document within the required time period, the Township may extend the deadline by a maximum of the fourteen (14) calendar days. Failure to submit the affirmative action document by the fourteenth calendar day shall be cause for the Township to declare the Contractor to be non-responsive and to award the Contract to the next lowest qualified, responsive and responsible Bidder.

4.6. ERRORS IN PRICE CALCULATION

Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words. Any discrepancy between the unit price multiplied by the quantity and a corresponding total price figure set forth in the Proposal Forms(s) shall be resolved in favor of a total price reached by multiplying the unit price by the quantity. The corrected total shall be used to determine the award of the Contract. After all Bid Proposals have been read, the Bids will be tabulated and adjusted, if necessary, in accordance with this paragraph. If any mathematical corrections must be made on any Bid Proposal, then the Township may not award a contract until all tabulations are complete.

5. WORK SPECIFICATIONS

5.1. INTRODUCTION

The Township is soliciting Bids from qualified individuals and/or firms capable of providing professional revaluation services to the Township pursuant to N.J.S.A. 54:1-35 thru -36, N.J.A.C. 18:12-4.1 et seq., and such other rules and regulations established by the New Jersey Division of Taxation and the Morris County Board of Taxation, with the primary goal to prepare and execute a complete municipal-wide revaluation program for the 2028 revaluation of all properties within the Township in accordance with the Revaluation Order issued by the Morris County Board of Taxation, dated February 19, 2026. Pursuant to such order, the municipal-wide revaluation is to be completed by September 30, 2028 and to be effective for the 2029 tax year. It is the intent of the Township to comply with this order as issued.

5.2. GENERAL CONDITIONS

The Successful Bidder, as determined by the Township, shall enter into a Contract with the Township in substantially the form included in Section 7.1 herein. The Township assumes no responsibility and no liability for costs incurred by the responding firms prior to the issuance of the Contract. All costs incurred by the Contractor in connection with the preparation of its Bid Proposal shall be borne solely by all Bidders and/or the Contractor. Accordingly, the Contractor shall not include any such expense as part of its Bid Proposal.

5.3. SCOPE OF SERVICES

The Contractor agrees to prepare and execute a complete revaluation program of all real property within the confines of the Township for use by the Tax Assessor in accordance with the Bid Specifications and the associated documents. See the Contract set forth in Section 7.1 herein for detailed scope of work. All revaluation services shall conform with the applicable provisions of the law and standards adopted by the Director, Division of Taxation, including but not limited to, as reflected in N.J.A.C. 18:12-4.1 et seq., and the most recent version of the Real Property Appraisal Manual for New Jersey Assessors.

Work shall commence within thirty (30) days of the approval of the Contract by the Director of the Division of Taxation, which commencement date shall be considered a time of the essence provision of the Contract.

The municipal-wide revaluation must be completed by September 30, 2028. The completion date shall also be considered a time of the essence provision of the Contract.

5.4. QUALIFICATIONS

All Bidders shall meet or exceed the minimum qualifications for principals and employees of the Firm directly engaged in municipal revaluation programs in the State of New Jersey, as set forth in N.J.A.C. 18:12-4.1 et seq. In addition to the minimum qualifications, please refer to the Contract set forth in Section 7.1 herein for additional detailed qualification requirements.

5.5. CONFIDENTIAL NATURE OF PROJECT

Disclosure of any appraisal information or potential tax impact information to any individual, firm or corporation, other than the Tax Assessor or their authorized representative is expressly prohibited, and if done before conclusion of the project will be considered a violation of the Contract. It is understood that this does not refer to information released under due process of law, by Court Order, the "common law" right of access, and the Open Public Records Act of the State of New Jersey or information discussed in connection with the informal taxpayer review hearings.

5.7. INSURANCE REQUIREMENTS

The Contractor shall obtain and maintain in full force and effect at all times during the life of this Contract insurance in conformance with Section 7.5 below. The insurance policy shall name the Township of Boonton and the Township of Boonton's Officials as an Additional Named insured(s) indemnifying the Township with respect to the Contractor's actions pursuant to the Contract. Upon notification by the Township, the Successful Bidder shall supply to the Contract Administrator, within five (5) days of notification, a certificate of insurance as proof that the insurance policies required by these specifications are in full force and effect.

5.8. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Township and the Township's Officials and employees from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the Township on any of the aforesaid claims that may result or arise directly or indirectly, from or by reason of the performance of the Contract or from any act or omission by the Contractor, its agents, servants, employees or subcontractors and that results in any loss of life or property or in any injury or damage to persons or property.

5.9. FAILURE TO EXECUTE CONTRACT

If a Successful Bidder shall fail to enter into the Contract, or perform under the parameters of this Bid, then the Township shall have the right to award the Contract to the next lowest bidder.

5.10. MISCELLANEOUS

The Township may terminate the Contractor's services under the Contract in whole or in part for any reason at any time before completion. In such event, the Contractor shall be given notice by the Township of such termination specifying the effective date of same. Compensation shall be paid to the Contractor pursuant to the terms of the Contract for the work actually performed prior to the effective date of termination. No actions or claims for damages of any nature shall be brought against the Township in the event the Township exercises this termination right.

6. BIDDING DOCUMENTS

6.1. BID DOCUMENTS CHECKLIST

Submission Requirement	Initial
Bid Proposal	
Bid Questionnaire and Affidavit of Bidder's Qualifications	
Bid Guarantee	
Consent of Surety	
Non-Collusion Affidavit	
Ownership Disclosure Form	
Acknowledgement of Addenda Form	
Americans with Disabilities Act of 1990 - Acknowledgement	

....

Name of Signatory Title of Signatory

....

Signature Date

6.2 BID PROPOSAL

PROPOSAL FOR REVALUATION SERVICES

TOWNSHIP OF BOONTON:

I or We, _____
(Name of Bidder)

of _____

_____
[COMPLETE ADDRESS][CITY, STATE, ZIP]

hereby agree to provide complete performance in accordance with the specifications in exchange for compensation in the total amount of _____ Dollars ($_____) (the "Base Bid"). We hereby agree to enter into a Contract with the Township in substantially the form as set forth in Section 7.1 herein. In the event the final 2028 property class totals exceed the total line items set forth below, the Contractor shall be compensated for the additional line items at the unit price indicated below. The lowest bidder will be determined based upon the Base Bid only.

PROPERTY CLASS TOTAL	**ADDITIONAL LINE- ITEM COST**
CLASS 1 (VACANT LAND): 88	$_____
CLASS 2 (RESIDENTIAL): 1521	$_____
CLASS 3A (FARM): 39	$_____
CLASS 3B (QUALIFIED FARM): 54	$_____
CLASS 4A (COMMERCIAL): 12	$_____
CLASS 4B (INDUSTRIAL): 7	$_____
CLASS 4C (APARTMENT): 0	$_____
CLASS 15A (PUBLIC SCHOOL PROPERTY): 1	$_____
CLASS 15B (OTHER SCHOOL PROPERTY): 0	$_____
CLASS 15C (PUBLIC PROPERTY): 102	$_____
CLASS 15D (CHURCH AND CHARITABLE PROP.): 8	$_____

CLASS 15E (CEMETARY AND GRAVEYARD): 0 $_____

CLASS 15F (OTHER EXEMPT PROPERTY): 14 $_____

Affix seal if a corporation.

_____
Signature of Bidder

_____
Print Name and Title of Signatory

6.3 BID QUESTIONNAIRE

BID QUESTIONNAIRE

This questionnaire must be filled out and submitted as part of the Bid Proposal for communication services for the Township of Boonton. Failure to complete this form or to provide any of the information required herein shall result in rejection of the Bid Proposal.

Answers should be typewritten or printed neatly in black or blue ink. Answers must be legible. Any answer that is illegible or unreadable will be considered incomplete. If additional space is required, the Bidder shall add additional sheets and identify clearly the question being answered.

1. How many years has the Bidder been in business as a contractor under your present name?

2. List any other names under which the Bidder, its partners or officers have conducted business in the past five years.

3. Has the Bidder failed to perform any contract awarded to it by the Township under its current or any past name in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.

4. Has any officer or partner of the Bidder's business ever failed to perform any contract that was awarded to him/her as an individual by the Township in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.

5. List all public entity contracts which the Bidder or its partners is now performing or for which contracts have been signed but work not begun. Give detailed answers to questions below relating to this subject.

(a) Name of contracting unit;

(b) Amount of contract

(c) Approximate total number of line items of contracting unit;

(d) Term of contract from - to;

(e) Name and telephone number of contract administrator or some other official in charge of revaluation services.

6. List the government revaluation services contracts that the Bidder has completed within the last five years. Give detailed answers to questions below relating to this subject.

(a) Name of contracting unit;

(b) Approximate total number of line items of contracting unit;

(c) Term of contract from - to ;

(d) Name and telephone number of contract administrator or some other official in charge of revaluation services.

7. Provide a description of the Bidder's implemented quality control procedures which ensure the Bidder maintains to ensure accurate valuation of real property.

8. Indicate any pending litigation and/or regulatory action by any oversight body or entity that could have an adverse material impact on the Bidder's ability to serve the Township.

9. Provide a minimum of three (3) references from the most recent revaluations performed closest in distance to the Township and include the name, title, address, email address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed.

10. List the name and address of three credit or bank references.

11. Additional remarks.

BID QUESTIONNAIRE AFFIDAVIT

STATE OF NEW JERSEY }
COUNTY OF } SS:

I, _____ , am the _____
(Name of Affiant) (Relation to Bidder: Owner, President, etc.)

of the_____, and being duly sworn, I depose and say:
(Name of Company/Bidder/Vendor)

1. All of the answers set forth in the Questionnaire are true and each question is answered on the basis of my personal knowledge.
2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the governing body to award the Contract to _____ on the basis of the Bid Proposal which is submitted herewith.
3. I understand and agree that the Township of Boonton will rely upon the information provided in the Questionnaire in determining the Successful Bidder to be awarded the Contract.
4. I also understand and agree that the governing body may reject the Bid Proposal in the event that the answer to any of the foregoing questions is false.
5. I do hereby authorize the Township of Boonton, or any duly authorized representative thereof, to inquire about or to investigate the answer to any question provided in the Questionnaire, and I further authorize any person or organization that has knowledge of the facts supplied in such statement to furnish the Township of Boonton with any information necessary to verify the answers given.

_____ _____
(Signature) (Date)

Subscribed and sworn to before me this _____ day of _____ , 2024

Notary Public of
My Commission expires _____ , 20_____

(Corporate Seal)

Note: A partnership must give firm name and signature of all partners. A corporation must give full corporate name and signature of official, and the corporate seal affixed.

6.4. BID GUARANTEE

If a Bidder chooses to submit a bid bond to satisfy the Bid Guarantee requirement, the bond shall be in substantially the following form:

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we

[contractor]

as principal, and

[Surety]

a corporation duly organized under the laws of the State of _____ as surety, hereinafter called the surety are held and firmly bound into the Township of Boonton, a municipal corporation of the State of New Jersey having its offices at 155 Powerville Road, Boonton Township, New Jersey 07005 as obligee, hereinafter called the obligee, in the sum of _____ for the payment of which sum well and truly to be made, the said principal and the said surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a Bid for the lease of property upon which an existing cellular communications tower exists.

NOW THEREFORE, if the obligee shall accept the Bid of the principal and the principal shall enter into a contract with the obligee in accordance with the terms of such Bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the principal to enter such contract and give such bond or bonds, if the principal shall pay to the obligee the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for which the obligee may in good faith contract with another party to perform the work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full, force and effect.

SIGNED AND SEALED this_____ day of _____ , 2026.

ATTEST/WITNESS: SURETY

By:_____ _____

6.5. CONSENT OF SURETY

CONSENT OF SURETY
AS TO PERFORMANCE AND PAYMENT BOND

In consideration of the promises (in the Bid Proposal to which this is attached), the undersigned consents and agrees that if the contract for which the preceding Bid Proposal is made be awarded to the corporation, person or persons making the same, it shall become bound as surety and a guarantor for its faithful performance, and shall execute a bond in an amount equal to one hundred percent (100%) of the contract price and to be conditioned so as to indemnify the Township of Boonton, Morris County, New Jersey, against loss due to the failure of the Contractor to meet the stipulation of the contract, contract documents, and the bond, and to guarantee payment to all persons performing or furnishing labor or materials for performance of said contract and if the said corporation, person or persons shall omit or refuse to execute such contract if so awarded, it will pay, on demand to the said Township of Boonton, the difference between the sum to which said corporation, person or persons would have been entitled upon the completion of such contract and the sum which the said Township of Boonton may hereafter be obliged to pay the corporation, person or persons to whom a substitute contract may be afterwards awarded, the amount of the difference to be determined by the bids.

IN WITNESS WHEREOF, said corporation has set its seal and caused these present to be signed by its duly authorized officers, this day of ,20 .

_____ (Project Description)

_____ (Contractor)

This is to certify that _____ (Surety Company) will provide to the Township of Boonton a performance bond in the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

_____
(Authorized Agent of Surety Company SIGNATURE)

_____
(Authorized Agent of Surety Company PRINT NAME & TITLE)

Date:_____

_____

_____

ACKNOWLEDGMENT OF SURETY

SURETY ACKNOWLEDGMENT:_

STATE OF :SS.

COUNTY OF

On this _____ day of_____, before me personally, came _____ to me known to be the person described in and, who, being by me duly sworn, did depose and say that he/she resides in _____that he/she is the Attorney-in-Fact of_____ the corporation described in and which executed the attached instrument; that _____ knows the corporate seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was so affixed by order of the Board of

Directors of the said corporation; and that _____ signed his/her name thereto by like order.

(Notary Seal) Notary Public

_____

(Notary Signature)

State of_____

My commission expires :

6.6. NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } SS:

I, _____ , of the_____ in the State (Commonwealth) of being of full age and duly sworn according to law, on my oath depose and say that:

I am employed by the firm of, _____ the Bidder submitting the Bid Proposal for Communication Lease Agreement, in the capacity of_____, and I have executed the Bid Proposal with full authority to do so. Further, the Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise take any action in restraint of free, competitive bidding in connection with the above-named project. All statements contained in said Bid Proposal and in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Township of Boonton rely upon the truth of the statements contained in this affidavit and in said Bid Proposal in awarding the Contract for the said project.

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

Name of Firm or Individual Title

.....

_____

Signature Date

Subscribed and sworn to before me this

_____ day of _____, 2024

Notary Public of

_____

My Commission expires _____, 20__

6.7. OWNERSHIP DISCLOSURE FORM

OWNERSHIP DISCLOSURE FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

VENDOR NAME: _____

PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP. Please answer all questions and complete the information requested.

		YES	NO
1.	The vendor is a **Non-Profit Entity**; and therefore, no disclosure is necessary.	☐	☐
2.	The vendor is a **Sole Proprietor**; and therefore, no other disclosure is necessary. A Sole Proprietor is a person who owns an unincorporated business by himself or her-self. A limited liability company with a single member is not a Sole Proprietor.	☐	☐
3.	The vendor is a **corporation, partnership, or limited liability company** with individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest; and therefore, disclosure is necessary.	☐	☐

If you answered **YES** to Question 3, you must disclose the information requested in the space below:*
(a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
(b) all individual partners in the partnership who own a 10% or greater interest therein; or,
(c) all members in the limited liability company who own a 10% or greater interest therein.

NAME			
ADDRESS			
ADDRESS			
CITY	STATE	ZIP	

NAME			
ADDRESS			
ADDRESS			
CITY	STATE	ZIP	

NAME			
ADDRESS			
ADDRESS			
CITY	STATE	ZIP	

NAME			
ADDRESS			
ADDRESS			
CITY	STATE	ZIP	

		YES	NO
4.	For each of the corporations, partnerships, or limited liability companies identified in response to Question #3 above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities?	☐	☐

If you answered **YES** to Question 4, you must disclose the information requested in the space below:*
(a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
(b) all individual partners in the partnership who own a 10% or greater interest therein; or,
(c) all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.

NAME			
ADDRESS			
ADDRESS			
CITY	STATE	ZIP	

NAME			
ADDRESS			
ADDRESS			
CITY	STATE	ZIP	

NAME			
ADDRESS			
ADDRESS			
CITY	STATE	ZIP	

NAME			
ADDRESS			
ADDRESS			
CITY	STATE	ZIP	

5. As an alternative to completing this form, a Vendor with any direct or indirect parent entity which is publicly traded, may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10% or greater beneficial interest.*

_____
_____
_____

** Attach additional sheets if necessary*

DPP Rev. 9.21.2022

6.8. ACKNOWLEDGEMENT OF ADDENDA FORM

ACKNOWLEDGMENT OF ADDENDA

Pursuant to N.J.S.A. 40A:11-23.1a, the undersigned Bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the Request for Bids for Communications Lease Agreement. By indicating date of receipt, Bidder acknowledges the submitted Bid takes into account the provisions of the notice, revision, or addendum. Note that the Township's record of notice to Bidder shall take precedence and that failure to include provisions of changes in a proposal may be subject for rejection of the Bid.

I _____, acknowledge receipt of the following addenda and or revisions.

They are as follows:

Township Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received

If no Addenda was issued or received by Bidder, check here: _____

Acknowledgement by Bidder:

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Print Name and Title:_____

Date: _____

7. CONTRACT DOCUMENTS

7.1. CONTRACT

CONTRACT FOR THE REVALUATION
OF ALL REAL PROPERTY FOR
TAX EQUALIZATION PURPOSES

THIS AGREEMENT, made this _____ day of _____, 2026, by and between

THE TOWNSHIP OF BOONTON, MORRIS COUNTY NEW JERSEY
A MUNICIPAL CORPORATION OF THE STATE OF NEW JERSEY
155 Powerville Road, BOONTON NJ 07005
(HEREINAFTER REFERRED TO AS TOWNSHIP)

AND

XXXXXXXXX, AN APPRAISAL FIRM WITH ITS OFFICES LOCATED AT
XXXXXXXXXXXXXXX,
(HEREINAFTER REFERRED TO AS THE FIRM)

WITNESSETH:

Whereas, the Township is engaged in a revaluation program of all taxable and exempt real property within the limits of the Township of Boonton, to be effective for the 2027 Tax Year, and has engaged the services of the Firm for the purpose of assisting the Assessor in setting up a uniform schedule of values for equalization purposes; and

Whereas, the Firm will assist the Township Tax Assessor to complete a revaluation program as prescribed by law (N.J.S.A. 54:1-35.35 and N.J.A.C. 18:12-4.1 et seq.) and

Whereas, the Morris County Board of Taxation has ordered the Township of Boonton to complete a revaluation program by September 30, 2028 to be effective for the 2029 tax year, and the order has been approved by the Director of the Division of Taxation, State of New Jersey,

Now, therefore, each of the parties hereto intending to be legally bound hereby, it is agreed as follows:

The Municipality agrees to pay the sum of **$_____** (_____) in full consideration of the services to be rendered as detailed herein and according to the following specifications:

LINE- ITEM BREAKDOWN

The total contract price shall be based on the line-item totals listed below:

PROPERTY CLASS TOTAL	ADDITIONAL LINE- ITEM COST
CLASS 1 (VACANT LAND): 88	$XX.XX
CLASS 2 (RESIDENTIAL): 1521	$XX.XX
CLASS 3A (FARM): 39	$XX.XX
CLASS 3B (QUALIFIED FARM): 54	$XX.XX
CLASS 4A (COMMERCIAL): 12	$XX.XX
CLASS 4B (INDUSTRIAL): 7	$XX.XX
CLASS 4C (APARTMENT): 0	$XX.XX
CLASS 15A (PUBLIC SCHOOL PROPERTY): 1	$XX.XX
CLASS 15B (OTHER SCHOOL PROPERTY): 0	$XX.XX
CLASS 15C (PUBLIC PROPERTY): 102	$XX.XX
CLASS 15D (CHURCH AND CHARITABLE PROP.): 8	$XX.XX
CLASS 15E (CEMETARY AND GRAVEYARD): 0	$XX.XX
CLASS 15F (OTHER EXEMPT PROPERTY): 14	$XX.XX

In the event the revaluation is postponed from 2029 tax year to 2030 this contract will still be binding at the sum set forth herein and, in the event, the final 2028 property class totals exceed the total line items under this contract, the firm shall be compensated for the additional line items at the unit price indicated above.

QUALIFICATIONS

A. The principals of the Firm and the employees of the Firm directly engaged in the revaluation of the Township of Boonton shall meet the following minimum requirements:

1. Principals shall have at least ten (10) years of practical and extensive appraisal experience in the valuation of the four classifications of property. The principal appraisers establishing valuations shall be, at a minimum, NJ State Licensed Real

Estate Appraisers for residential valuation and NJ State Certified General Real Estate Appraisers for commercial valuation.

2. Supervisors shall have at least five (5) years of practical and extensive appraisal experience in the appraisal of the particular type of properties for which they are responsible. Two years of this experience must have been in the mass appraisal field and occurred within the past five years;

3. Field personnel, building enumerators and listers shall have a minimum of one (1) year of experience pertaining to their particular phase of work and shall be generally aware of the other phases of the revaluation project before starting actual field work. All field personnel shall be twenty-one (21) years of age or older, be graduates of secondary school, and be thoroughly trained in all phases of their work. To ensure uniformity in assessments, no more than five (5) residential enumerators and two (2) commercial enumerators will be permitted to conduct field work within the Township.

B. The Firm shall submit a resume for principals, supervisors, and field personnel assigned to the revaluation of Boonton Township.

C. The Firm shall designate one of its principals to act as the Firm's representative in connection with the revaluation program. This representative shall be fully responsible to the Township Assessor for the completion of all work pursuant to this contract and the manner in which it is performed.

D. Any change in personnel to Principals or Supervisors assigned to the revaluation of Boonton Township and employed under this contract shall be submitted to the Assessor and Morris County Board of Taxation in writing.

E. The Firm shall supply the Tax Assessor and the Township Police Department with driver's license numbers, vehicle license plate numbers, and the make of vehicle or vehicles that will be used by field personnel.

F. The Firm shall require all personnel performing work on this project to be subject to a background investigation, which is acceptable to the Township Chief of Police, before any field work commences.

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

H. The Firm shall utilize a CAMA (Computer Assisted Mass Appraisal Program) compatible with the State of New Jersey Division of Taxation, Property Administration Branch, computing standards and system.

PROGRESS AND CONTROL

A. The Firm shall commence work within 30 days after approval of the contract by the Director of the Division of Taxation ("commencement date") and complete all of the contract terms, except for taxpayer reviews and defense requirements, by September 30, 2028 ("completion date"). With respect to the commencement date and completion date(s), time is of the essence.

B. The Firm shall not be responsible for delays caused by strikes, war, catastrophe or acts of God which might stop or delay the progress of work.

C. The Firm shall prepare a projected plan and schedule to ensure the timely completion of the revaluation and perform the work in accordance with such plan and schedule.

D. A written progress report shall be submitted by the Firm to the Assessor at least once a month to enable the Township Tax Assessor to timely submit written reports on the first day of each month to the Morris County Board of Taxation in accordance with enumerated paragraph 7 of the Revaluation Order issued by the Morris County Board of Taxation, dated February 19, 2026. The progress reports shall set forth specifically the current progress and status of the revaluation work of all property in the Township, the number of line items completed and left to be completed, the amount of time needed to complete each remaining phase, and compare the progress of work accomplished with the plan and schedule established. The Firm shall provide written explanation to the Assessor where the progress of work is not in accordance with the contract schedule.

E. The Firm shall make available the staff assigned to the revaluation of the Township of Boonton to meet with the Assessor when required or requested. Such meetings shall be at a mutually agreed upon time and location.

F. The Firm shall receive payment installations commensurate with the progress of work outlined in the monthly progress reports submitted to the Assessor. In no event shall the Firm bill be more than 90 percent of the total contract price until full completion and performance of the contract, except the requirement of defense of appeals.

G. In the event the project is not completed in accordance with the projected plan and schedule such that such delay denies the implementation of the revaluation, it is the sole responsibility of the Firm, without cost to the Township, to update all data, values, and other items required to finalize the project in the following year and the Township reserves the right to seek monetary damages caused by the failure of the Firm to implement the program in a timely fashion.

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

PUBLIC RELATIONS

During the revaluation program, the Firm and its employees will endeavor to promote understanding and amicable relations with taxpayers and the general public. The Firm shall conduct a program of taxpayer orientation and education regarding the revaluation program. The program shall include, but not necessarily be limited to, the following:

A. Press releases, approved by the Township, describing the purpose and nature of the revaluation program;

B. Meetings with public groups in the community; The Township Tax Assessor shall arrange speaking appearances and the Firm shall furnish qualified speakers to address the purpose, methods, and procedures of the revaluation to be performed. The Firm shall be available for a minimum of three (3) public information meetings prior to the commencement of field work.

C. The project manager and/or principal of the Firm shall be available to attend meetings of the Morris County Board of Taxation and Boonton Township Governing Body Meetings as requested to provide periodic updates regarding the revaluation throughout the project.

D. Mailings approved by the assessor, at the Firm's expense, to all property owners explaining the purpose and nature of the revaluation and setting forth a proposed date for the commencement of inspections in the municipality;

E. The Firm shall provide photographic identification cards to its representatives.

F. The Firm shall maintain a website to provide the public with information regarding the revaluation process and methodology, answers to frequently asked questions, and updates of the Township revaluation. The Firm shall revise the Township revaluation progress information on the Firm's website at least once per month during the program. The Firm's website shall provide a list of field personnel assigned specifically to the Revaluation of Boonton Township with a picture of each inspector.

STANDARDS FOR REVALUATION

The Firm shall comply with the standards and conditions as herein set forth.

A. Standard of Value

Real property should be valued in accordance with N.J.S.A. 54:4-1 et seq.

B. Property Under Construction

The Firm shall determine the percentage of completion and the appraisal value of property that is under construction or alteration as of October 1 preceding the implementation of the revaluation.

C. Tax Exempt Property

A separate list of exempt properties shall be provided indicating the values of said property as taxable.

D. Qualified Farmland

Land qualified under the Farmland Assessment Act of 1964 shall be valued in accordance with its qualified value and its highest and best use value.

E. Three Approaches to Value

The three approaches to value, where applicable, shall be used in appraising all property.

1. The most recent edition of the Real Property Appraisal Manual for New Jersey Assessors, shall be used as a basis in the application of the cost approach to value. The Marshall & Swift Cost Estimator Manual shall be used for apartments, commercial & industrial properties, and improved exempts, where applicable.

2. The Firm shall collect and analyze local sales that occurred during the previous three years, in its application of the market data approach. The Firm shall prepare a sample format that will be used in the application of this approach to value.

3. With respect to the income approach to value, the Assessor shall facilitate the Firm's performance of this approach by requesting a statement of income and expenses as provided under N.J.S.A. 54:4-34 for income producing property.

   a. The Firm shall be responsible for the preparation and cost of mailing.

   b. The request shall comply, in all respects, with the requirements of the Statute, and shall be approved by the Township Tax Assessor before mailing. Income and expense requests shall be sent over the Assessor's signature utilizing Township letterhead and envelopes.

   c. The request for income and expense information shall be sent by certified mail with a green return receipt to ensure delivery.

   d. In conjunction to the information obtained from this source, the Firm shall also analyze the local market place to derive economic rates, rentals and expenses in order to arrive at a supportable indication of value. All supporting data relevant to the capitalization procedure shall be submitted with the property record cards.

4. The three approached to value shall be reconciled and the final estimate of value of each property as of October 1 of the pretax year shall be clearly noted on the property record card.

F. Real Property Appraisal Manual

1. To facilitate the use of the approaches to value the most recent edition of the Real Property Appraisal Manual for New Jersey Assessors shall be used.

2. The Marshall & Swift Cost Estimator Manual shall be used for apartments, commercial, industrial, and improved exempt properties, where applicable. The firm shall provide the Assessor with an electronic copy of the Marshall & Swift manual utilized for the revaluation.

3. The use of any other appraisal manuals as a basis for valuing real property shall require approval by the Director of the Division of Taxation.

G. Property Record Cards

The Firm shall include real property identification material on properly labeled individual property record cards similar in form and content to those illustrated in the Real Property Appraisal Manual. Distinct property record cards for each of the four classifications of real property shall be provided.

H. Information on Property Record Cards

The real property identification material to be entered on property record cards shall include, but not necessarily be limited to, the following:

1. A scaled sketch of the exterior building dimensions;

2. Notations of significant building components and measurements as ascertained from both an interior and exterior inspection;

3. Entries on the property record cards respecting the values of each lot and building including such items as age, construction, condition, depreciation, obsolescence, additions and deductions, appraised value, recent sales prices, rental data and other pertinent information pertaining to the valuation of the property;

4. Where more than one property card is required in the description of a property, all cards should be assembled in a standard file folder and property labeled;

5. Each property record card shall identify the individual making the inspection and set forth the data when the interior inspection was made.

I. Inspection Procedure

The inspection of each property shall be performed in the following manner:

1. Prior to the commencement of field work, introductory letters, which shall be approved by the Township prior to mailing, will be mailed, via first class mail, to each property owner notifying them of the impending revaluation and the inspection procedures to be implemented in the performance of the revaluation program. The mailing will also include a brochure, which will be approved by the Township prior to the mailing, outlining the revaluation process and which includes frequently asked questions. The preparation and cost of the mailing is the responsibility of the Firm.

2. No less than three attempts shall be made to gain entry to each property;

3. If successful entry has not been made after the first attempt, a notice shall be left at the property indicating a date when a second attempt to gain entry will be made. The notice shall include a phone number and address to permit the property owner to contact the Firm to make other arrangements, if necessary.

4. The second attempt shall be conducted between the hours of 5pm and 8pm on weekdays or 10am to 4pm on Saturdays unless a mutually convenient time has been agreed upon with an individual property owner. The date and time

of a second inspection attempt shall be substantially different from that of the original inspection (not the same day as the initial inspection).

5. If entry is not possible upon the second visit, written notice shall be left advising that an assessment will be estimated unless a mutually convenient arrangement is made for a third visit to gain access to the property;

6. The Firm shall schedule inspections during reasonable hours which shall include evenings and Saturdays;

7. The assessor shall be notified in writing of each failure to gain entry to a property and a list of all non-entries and reasons for same shall be provided to the assessor prior to the mailing of values;

    a. The Firm shall send a "final notice" letter, via first class mail and which will be approved by the Township prior to mailing, to all properties where the firm was unable to gain entry to a property prior to the mailing of values. The preparation and cost of the mailing is the responsibility of the Firm.

8. All properties within the Township must be thoroughly measured and inspected, regardless of class or property type, to ensure the most accurate data possible. In no event shall a card be left requesting the owner/occupant to fill in information or information taken verbally without physical inspection. Virtual inspections will only be permitted under certain circumstances and must be approved by the Township Tax Assessor prior to performing the inspection.

9. The Firm shall notify the assessor of any properties discovered not to be on the current year tax list. Notification of discovered properties shall be in a timely manner to permit the assessor adequate time to place and added and omitted assessment on the property.

10. All inspectors must wear a photographic ID authorized by the Township at all times outside their clothing. All the Firm's personnel shall present themselves in a neat and clean manner and shall conduct themselves in a professional and courteous manner. The Firm shall instruct all field personnel to avoid unnecessary communication with the residents while conducting inspections. Field personnel should not discuss value, appraisal methodology, etc., but should re-direct all questions to the Township Tax Assessor.

11. A front and rear color photograph of the improvements shall be taken for each property. Photographs will also be taken of any accessory structures. The photographs shall be provided to the assessor in a digital format, properly labeled by the block, lot, and qualifier sequence for each photograph.

J. Computerization

The revaluation of all properties must be computer generated so that the data can be integrated into the Township's CAMA system (Computer Assisted Mass Appraisal

Program) compatible with the State of New Jersey Division of Taxation, Property Administration Branch, computing standards and system, as follows:

1. The Firm must utilize Microsystems of NJ appraisal CAMA software. No conversion of data from any other CAMA software will be accepted by the Township.

2. All relevant data shall be entered into the CAMA for the purpose of generating computer data files for residential, commercial, and exempt properties. All commercial (class 4) and improved exempt sketches shall be entered into the CAMA system.

3. The cost approach for all apartments, commercial, industrial, and improved exempt properties, will be completed utilizing the Marshall and Swift Cost Estimator Manual, where applicable. The cost approach will be conducted and delivered to the Township in an excel format which will permit the Township Tax Assessor to make updates as necessary.

4. For income producing properties, the income approach will be conducted and delivered to the Township in an excel format which will permit the Township Tax Assessor to make updates as necessary. The income approach will include an estimate of potential gross income, vacancy and collection loss rate, an itemized breakdown of expenses, and a capitalization rate.

5. The Firm shall grant unlimited access of the Firm's CAMA file, with respect to this project, to the Township Tax Assessor throughout the project for the Assessor to conduct a periodic review of the data.

K. Added Assessments

Properties which may be altered by building permits subsequent to field review and up to October 1, 2026, shall require an audit trail and shall be field reviewed by the Firm prior to finalization of the value.

The Firm and the Tax Assessor will establish a procedure and will work in cooperation on the added assessments for the 2026 tax year in order to avoid a property owner having multiple inspections, if possible.

L. Exempt Property Inspection

Properties categorized as tax exempt will be thoroughly measured and inspected. The firm shall notate any portion of an exempt property that is fully or partially occupied by an entity other than the current property owner, including telecommunication cellular sites. The firm will notate the occupant and the size of the leased area where applicable. The firm shall notify the Municipal Assessor of any potential taxable portion of an exempt property that is not listed on the current tax list of the Municipality.

M. Farmland Property Inspection

The firm shall thoroughly inspect all properties with a property classification of 3A or 3B to confirm that each property is in compliance with the Farmland Assessment Act of 1964. The firm shall provide a detailed description of the agricultural/horticultural

activity being conducted on the property. The firm shall identify and notate the number of acres actively devoted to each agricultural/horticultural use, by way of site inspection, aerial images, etc. The firm shall review all farmland applications submitted for the September 1, 2028 tax year. The firm shall notify the Municipal Assessor of any farmland application that does not meet the requirements under the Farmland Assessment Act, and any farmland application where the application details/description is significantly different from the results of the site inspection.

CONDITIONS TO BE MET BY THE TOWNSHIP

The Township shall facilitate the Firm's performance of the revaluation by providing the following:

A. An up-to-date tax map that has been reviewed and determined suitable for revaluation use by the Local Property and Public Utility Branch.

B. Use of abstracts of deed within the assessor's office.

C. Use of SR1-A forms within the assessor's office.

D. Letters of introduction to facilitate the Firm's representative's access to the properties located within the Township.

E. The mailing addresses of all property owners in the Township to enable the Firm to maintain a current mailing list.

F. The use of official records and such other assistance required as an aid to facilitate the firm's performance of the specifications noted within this contract. Property record cards are deemed not to be official records and can only be used by the Firm subject to the Assessor's approval.

TAXPAYER REVIEW PROCEDURE

A. The Firm shall provide each taxpayer with an opportunity to review the proposed assessment of their property.

B. The Firm, at its expense, shall mail a written notice to all taxable property owners, after November 10, 2028, approved by the assessor, indicating the appraised value of the property and advising the taxpayer of his right to attend an individual informal review.

C. Informal reviews shall be held at a designated location within the Township of Boonton and the Firm shall schedule sufficient time to fully review and discuss the proposed assessment with the taxpayer.

1. Each taxpayer attending a review shall be afforded an individual meeting with a qualified person employed by the Firm.

2. Sufficient time shall be allowed to hear and conclude reviews on or before December 15, 2028

3. A written record of each review shall be provided to the assessor in a format approved by the assessor.

4. Suggested revisions by the Firm resulting from the taxpayers' reviews shall be made with the consent of the assessor.

5. Each taxpayer shall be informed in writing by the Firm of the results of their assessment review within four weeks of the conclusion of all reviews.

LAND VALUE MAP

Following the formulation of land valuations, a land value map/neighborhood map shall be prepared for the assessor for his review which will indicate all unit values and underlying data used to derive unit values.

OFFICE SPACE, FURNITURE and EQUIPMENT

The Firm shall provide all office space, furniture, equipment, machines and other items required in connection with this project unless otherwise specifically provided elsewhere under this Agreement. The Firm shall provide adequate telephone service throughout this project so as to handle any inquiries by interested persons at the Firm's expense. The phone numbers must be toll free or local numbers, not out of state numbers.

DEFENSE OF APPEALS

The Firm shall assist by providing expert witnesses in the defense of all valuations rendered by the Firm to the Municipality that are appealed to the Morris County Board of Taxation at no additional cost to the Township. In addition, the Firm shall further assist the Municipality by providing expert witnesses in the defense of all valuations rendered by the Firm to the Municipality that are appealed to the New Jersey Tax Court pursuant to N.J.S.A. 54:51A-1 et seq.

A. The Firm's obligation with respect to this requirement is limited to the initial appeal of assessment during the year in which the revaluation is implemented in 2028 for the 2029 tax year, and the subsequent year following same (2030 tax year).

B. Such assistance shall include providing a qualified expert from the Firm who is knowledgeable with the properties that are appealed, who shall be responsible for: gathering, compiling and preserving all factual information and evidence; preparing appraisal reports; and providing testimony before the Morris County Board of Taxation and any appeal filed in New Jersey Tax Court.

C. The qualified expert from the Firm shall personally inspect the exterior and interior of all properties appealed to the Morris County Board of Taxation and/or New Jersey Tax Court in preparation for providing testimony at all hearings before the County Tax Board hearings, and in preparation for providing testimony at all hearings before the New Jersey Tax Court. In addition, the qualified expert from the Firm shall be responsible to defend all residential and commercial appeals filed with the state Tax Court in the year of the revaluation (2029 tax year) and the subsequent year thereafter (2030 tax year). The Township will pay $500 for the preparation of each appraisal report utilized at the state Tax Court in the defense of these appeals.

D. The Firm shall be responsible for the preparation and mailing of comparable sales grids/supporting documentation to assist in the defense of appeals. The Assessor shall review and approve any supporting documentation to be provided by the Firm in

defense of a County Tax Board appeal and all appeals filed with the New Jersey Tax Court.

E. The qualified expert from the Firm shall be available to meet with the Assessor and Municipal Attorney in preparation of all appeals to the County Tax Board and New Jersey Tax Court at a mutually agreed upon time and location prior to the scheduled hearing dates.

SURETY AND INSURANCE

The Firm shall provide the following coverages to the Township to assure that the Township will be adequately protected and saved harmless from any lawsuit, litigation, demand, or claim arising out of the revaluation contract.

The Contractor shall secure and maintain in force, for the term of this agreement, the insurance coverages described below. The Contractor shall provide the Township with certificates of insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after 30 days written notice to the Township (10 days for non-payment of premium). The policies of insurance are to be from a company licensed to sell such insurance in the State of New Jersey and the company is to have an A.M. Best's rating of A-VIII or better. The following coverages shall be provided with minimum limits as indicated:

A. Errors and Omissions -- $1,000,000.

B. Commercial General Liability – Limit of liability shall not be less than $1,000,000 combined single limit (Bodily Injury and Property Damage) per occurrence, $1,000,000 general aggregate limit, $1,000,000 products/completed operations aggregate, and $1,000,000 in Personal Injury & Advertising Injury Liability. Coverage is to be for premises and operations, products and completed operations. On the Commercial General Liability Policy, the Township of Boonton shall be included as an additional insured, and the insurance certificate shall indicate such coverage.

C. Automobile Liability – Limit of liability shall not be less than $1,000,000 combined single limit (Bodily Injury and Property Damage) for owned autos (if any), non-owned and hired autos.

D. Workers' Compensation Policy – Statutory Coverage for the State and New Jersey and Employers liability coverage for limits of at least $100,000 each accident, $100,000 each employee for disease, and $500,000 policy limit for disease. The Workers Compensation policy is to include NO exclusion for members of an LLC, partners in a partnership or for a sole proprietor.

E. A performance surety bond in the amount of this contract, executed by a reputable bonding company authorized to do business in this State, subject to reduction to 10 percent of the contract amount upon acceptance of the completed revaluation by the assessor. Said reduced amount shall remain in effect until the Firm has discharged all obligations respecting the defense of the contract.

F. Copies of all policies of surety and insurance shall be provided to the Municipality prior to the commencement of any portion of this contract.

SUMMARY AND DELIVERY

A. The Firm shall provide the assessor with completed property record cards in an electronic format, filed in sequence by block and lot numbers on all taxable and exempt properties. All supporting data, documentation and special procedures used in deriving values shall also be provided to the assessor.

B. Color photographs shall be provided to the assessor in a digital format, properly labeled by the block, lot, and qualifier sequence for each photograph.

C. The Firm shall make available qualified personnel for the purpose of giving full explanation and instructions to the assessor and his staff with regard to all materials submitted in all phases of the final revaluation.

D. In the event a magnetic tape containing the new values is provided by the Firm, said tape shall be in a format consistent with the New Jersey Property Tax System MOD IV so that entry of the data can be made directly into the taxing district's Master File.

E. All final assessed values are to be completed by the Firm and submitted to the Municipal Tax Assessor by no later than December 31, 2028.

CONFLICT OF INTEREST

A. No commissioner or employee of the Morris County Board of Taxation shall have any interest whatsoever, directly or indirectly, as an officer, stockholder, employee or any other capacity in the Firm.

B. The Firm, its parent company and subsidiaries (if any), members, employees, officers, or stockholders shall not represent any property owner or taxpayer filing a tax appeal with respect to the revaluation completed by the Firm for a period of ten (10) years after implementation of the revaluation.

C. In the event the Firm, or any office, employee, or staff member of the Firm owns an interest in real property situated within the Township, the Firm, employee, or staff member shall disclose in writing to the Assessor the name, address, and block and lot number of the property owned within ten days of learning of the conflict.

D. The Firm agrees not to disclose to anyone, for any purpose, or to permit anyone to use or peruse any of the data on file in connection with this revaluation unless authorized in writing by the Township. Any confidential information supplied to the Firm in connection with this program shall remain in possession of the Firm and not be subject to the freedom of information provision. At the conclusion of the program all such information shall be turned over to the Township for its exclusive use.

CONTRACT CONTINGENT UPON APPROVAL BY THE NJ DIVISION OF TAXATION

This contact is contingent upon the approval of the New Jersey Division of Taxation and shall not be effective until such approval is granted by the Director.

SUBLETTING & ASSIGNING OF CONTRACT
The Firm shall not assign or transfer the contract or any interest therein without first receiving prior written approval from the Township, the Morris County Board of Taxation, and the Director, Division of Taxation, Department of the Treasury, State of New Jersey.

CHANGE IN CONTRACT
Changes in the contract will be permitted only upon written mutual agreement of the Firm, the Township, the Morris County Board of Taxation, and the Director, Division of Taxation, Department of the Treasury, State of New Jersey.

BUSINESS REGISTRATION CERTIFICATE
The Contractor shall file with the Township Clerk the Business Registration Certificate as required by N.J.S.A. 54A:7-1.2.

DISCRIMINATION CLAUSE
The provision of N.J.S.A. 10:2-4 dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, shall be incorporated into the contract and made binding upon the Firm

AFFIRMATIVE ACTION
The affirmative action language required by State law and attached as Exhibit A is incorporated in this Agreement. The term 'Contractor' as referred to in Exhibit A means the above indicated wastewater consultants. Please note that a Certificate of Employee Information Report will be required (unless a Federal Letter of Affirmative Action Approval or an Affirmative Action Employee Information Report is attached thereto). Note also that the affirmative action evidence must be submitted within seven (7) days after receipt to award the contract or receipt of the contract, whichever is sooner. The "Contractor" is required to comply with the requirements of P.L. 1975, C.127 (*N.J.A.C.* 17:27).

[**SIGNATURES ON FOLLOWING PAGE**]

IN WITNESS WHEREOF, the Firm has caused these presents to be signed by its proper corporate officers and caused its proper corporate seal to be hereto affixed, and the Municipality has caused these presents to be executed by its Mayor and attested by its Clerk, and its seal affixed hereto, the day and year first above written.

TOWNSHIP OF BOONTON
IN THE COUNTY OF MORRIS

Attest:

By _____
, Mayor

_____
,Township Clerk

[contractor].

By _____

Attest/Witness:

_____

7.2. EQUAL EMPLOYMENT OPPORTUNITY FORMS

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27 et seq.
GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with N.J.A.C. l7:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression,

disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

The 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; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: https://www.nj.gov/treasury/contract_compliance/).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE

(N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.)

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

The successful professional service entity shall submit to the Township of Boonton, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

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

OR

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

OR

c. A photocopy of an Employee Information Report (Form AA302) to be completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful professional service entity should obtain and submit the Employee Information Report (AA302) on line from the Division of Purchase and Property at the following link: https://www.nj.gov/treasury/purchase/forms/StandardTermsandConditions.pdf

The undersigned professional service entity certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. and agrees to furnish the required forms of evidence.

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

RESPONDENT: _____

SIGNATURE: _____ PRINT NAME: _____

TITLE: _____ DATE: _____

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Township of Boonton, (hereafter "Township") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* 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 there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the Township in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Township, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township's grievance procedure, the Contractor agrees to comply with any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township, or if the Township incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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

SIGNATURE: _____ PRINT NAME/TITLE: _____

RESPONDENT: _____ DATE: _____

7.3. CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR. BELARUS

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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

(Check the Appropriate Box)

○ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

○ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

○ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

_____

_____

_____

_____

_____

_____

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

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

7.4. PERFORMANCE AND PAYMENT BOND

PERFORMANCE AND PAYMENT BOND

TO: The Township of Boonton

RE : _____
(Proposer)

_____
(Contract Title)

Know all men by these presents, that we, _____ (An individual, a partnership, a corporation), duly organized under Laws of the State of _____ and having a usual place of _____ _____, as Principal, and _____, a corporation duly organized under the Laws of the State of _____ and duly authorized to do business in the State of _____ and having a usual place of business at _____, as Surety, are holden and stand firmly bound and obligated unto Township of Boonton, as Obligee, in the sum of _____ Lawful money of the United States of America, to and for the true payment whereof we bind ourselves and, each of us, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas, the above named principal did on the _____ day of _____, 2024, enter into a _____ Agreement for the _____ ("Agreement") with the Township of Boonton, which Agreement is made a part of this Bond the same as though set forth herein;

Now, if the said _____ shall well and faithfully do and perform the things agreed by _____ to be done and performed according to the terms of said Agreement, and shall pay all lawful claims of beneficiaries as defined by N.J.S.2A:44-143 for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said Agreement, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined in N.J.S.2A:44-143 having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated. The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said Agreement or in or to the plans or specifications therefor shall in anywise affect the obligation of said surety on its bond.

_____
(Print Name of Principal)

(Print Name of Principal's Authorized Representative)	**(Signature of Principal's Authorized Representative)**

(Print Name of Surety)

(Print Name of Attorney-in-Fact)	**(Signature of Attorney-in-Fact)**

ATTACH AND SUBMIT WITH THE PROPOSAL, A POWER OF ATTORNEY FOR THE ATTORNEY-IN-FACT WHICH IS CURRENTLY DATED AND VALID FOR THE TOTAL AMOUNT OF THE REQUIRED PERFORMANCE AND PAYMENT BOND.

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

_____, surety(ies) on the attached bond, hereby certifies (y) the following:

(1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital (where applicable) and surplus, as determined in accordance with the applicable laws of this State, of the surety (ies) participating in the insurance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, _____ (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants (indicating separately for each surety that surety's capital and surplus amounts, together with the name and address of the firm of certified public accounts that shall have certified those amounts):
_____
_____
_____

(3)

(a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C.S. 9302, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each such surety that surety's underwriting limitation and the effective date thereof):_____
_____
_____

(b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S. 17:18-9 as of (date as of which such limitation was so established is as follows (indicating for each such surety that surety's underwriting limitation and the date which that limitation was established):_____
_____
_____

(4) The amount of the bond to which this statement and certification is attached is $_____.

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3) (a) or (3) (b) above, or both, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows:_____
_____
_____

(b) Each surety that is party to any such contract of reinsurance certificate that each reinsurer listed under item (5) (a) satisfies the credit for reinsurance requirement established under P.L. 1993 c. 243 (C.17:51B-1, et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

(to be completed by an authorized certifying agent for each surety on the bond)

I _____ (**name of agent**), as _____ (**title of agent**) for _____(**name of surety**), a corporation/mutual insurance company/other (**indicating type of business organization - circle one**) domiciled in _____ (**state or domicile)**, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE.

_____

SIGNATURE OF CERTIFYING AGENT

_____

PRINT NAME OF CERTIFYING AGENT

_____

TITLE OF CERTIFYING AGENT

7.5. CERTIFICATE OF INSURANCE

TOWNSHIP OF BOONTON
INSURANCE REQUIREMENTS

The Successful Bidder shall not commence work under the Contract until it has obtained all of the insurance described below nor shall the Successful Bidder allow any subcontractor to commence work on its subcontract until identical insurance coverages have been obtained by the subcontractor and have been approved by the Township.

The Successful Bidder and each subcontractor shall furnish the Township with a Certificate of Insurance from insurance companies satisfactory to the Township. Each such Certificate of Insurance shall identify the coverages provide and shall provide that such insurance shall not be changed or canceled without giving ten (10) days prior written notice, Township by certified mail, return receipt requested. Specific reference to the Contract shall be made in all policies of insurance. Each policy shall name the Township, its officers and employees as additional insureds.

The following coverages are mandatory in amounts indicated:

Errors and Omissions -- $1,000,000.

Commercial General Liability – Limit of liability shall not be less than $1,000,000 combined single limit (Bodily Injury and Property Damage) per occurrence, $1,000,000 general aggregate limit, $1,000,000 products/completed operations aggregate, and $1,000,000 in Personal Injury & Advertising Injury Liability. Coverage is to be for premises and operations, products and completed operations. On the Commercial General Liability Policy, the Township of Boonton shall be included as an additional insured, and the insurance certificate shall indicate such coverage.

Automobile Liability – Limit of liability shall not be less than $1,000,000 combined single limit (Bodily Injury and Property Damage) for owned autos (if any), non-owned and hired autos.

Workers' Compensation Policy – Statutory Coverage for the State and New Jersey and Employers liability coverage for limits of at least $100,000 each accident, $100,000 each employee for disease, and $500,000 policy limit for disease. The Workers Compensation policy is to include NO exclusion for members of an LLC, partners in a partnership or for a sole proprietor.