

TOWNSHIP OF MANCHESTER

OCEAN COUNTY NEW JERSEY

PROFESSIONAL SERVICES SOLICITATION

PURSUANT TO TOWNSHIP ORDINANCE 04-020

**PROFESSIONAL SERVICES: PROPOSAL FOR REASSESSMENT OF ALL REAL
PROPERTY IN THE TOWNSHIP OF MANCHESTER**

SUBMISSION DATE: TUESDAY, DECEMBER 6TH, 2011, 10:30A.M.

INFORMATION FOR PROFESSIONAL SERVICES ENTITIES

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE

BUSINESS REGISTRATION OF CONTRACTORS WITH GOVERNMENTAL
AGENCIES

STANDARDIZED SUBMISSION REQUIREMENTS CRITERIA

CHECK LIST

SUBMISSION DOCUMENTS

TOWNSHIP OF MANCHESTER

INFORMATION FOR PROFESSIONAL SERVICES ENTITIES

OWNER AND PROJECT

The Township of Manchester, Ocean County, New Jersey (hereinafter called the "OWNER") invites submissions for the services(s) mentioned in the Public Notice for Solicitation.

SUBMISSION

One (1) original and two (2) CDs marked **REASSESSMENT OF ALL REAL PROPERTY** will be received no later than 10:30 A.M. local time prevailing, on DECEMBER 6TH, 2011 at:

Township of Manchester
Division of Purchasing
1 Colonial Drive
Manchester, NJ 08759

WITHDRAWING SUBMISSIONS

Submissions forwarded to the Purchasing Agent and/or her designated representative before the deadline for submissions may be withdrawn upon written application of the professional services entity that shall be required to produce evidence showing that they are or they represent the principal or principals involved in the submission. Submissions may not be withdrawn within twenty-four (24) hours of the stipulated deadline for submissions. Once submissions have been opened, they must remain firm for a period of sixty (60) days.

COMPLETION OF SUBMISSIONS

Each submission must be provided on a Standardized Submission Form as supplied in the submission package and signed by the professional services entity or principal thereof and shall contain the name, address and telephone number of the professional services entity. All prices and amounts must be written in ink or preferably typewritten. All erasures or corrections must be initialed by each signatory to the submission. Each submission shall be contained in a sealed envelope addressed to Township of Manchester, Division of Purchasing, 1 Colonial Drive, Manchester, NJ 08759. Submissions received after the hour herein named or in unsealed envelopes shall not be considered.

The Owner will not be responsible for submission forwarded through the US Mail if lost in transit at anytime before submission deadline, or if hand-delivered to incorrect location.

The submission shall be accompanied by a Non-Collusion Affidavit, a Disclosure of Ownership Form, and Insurance Requirement Acknowledgement Form, a Mandatory Equal Employment Opportunity Notice Acknowledgement, a copy of the applicable Business Registration Certificate, a Professional Services Entity Information Form and a Qualifications Submission Form.

All forms listed above shall be completed in their entirety.

ERRORS IN SUBMISSION

If applicable, in the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern or if between the correct sums of the extended totals and the total Submission submitted, the correct sum shall govern. Amounts written in words shall govern over the amounts written in numerals.

AWARD OF CONTRACT

The award of the Contract for this service will not be made unless the necessary funds have been certified by the Township's Chief Financial Officer in a lawful manner.

MODIFICATIONS OF SUBMISSIONS

Any professional services entity may modify his submission by registered mail at any time prior to the scheduled closing time for receipt of submissions, provided such communication is received by the Owner prior to the closing time. The communication should not reveal the submission price but should provide the addition to or subtraction from or other modification so that the final prices(s) or terms(s) will not be known by the Owner until the sealed submission is opened.

MULTIPLE SUBMISSIONS NOT ALLOWED

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

UNBALANCED SUBMISSIONS

Submissions which are obviously unbalanced may be rejected at the option of the Owner.

RIGHT TO REJECT SUBMISSIONS

The right is reserved to reject any or all submissions in whole or in part if not in compliance with the standardized submission requirements.

RIGHT TO WAIVE INFORMALITIES RESERVED

The owner expressly reserves the right to waive any informality in any submission, and to accept the submission which, in the Owner's judgment, serves its best interest.

PROFESSIONAL SERVICES ENTITY REFERRED TO LAWS

The attention of the professional services entity is especially directed to the provision of Federal, State, County and Local Government statutes and regulations that may apply to the work.

TRANSITIONAL PERIOD

In the event that a new contract has not been awarded prior to the contract expiration date, it shall be incumbent upon the professional services entity to continue the contract under the same terms and conditions until a new contract(s) can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

CONTRACT COMPLIANCE AND EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS

Professional services entities are 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.**

GENERAL REQUIREMENTS/INFORMATION

It is understood by the professional services entity that this submission is provided on the basis of standardized submission requirements prepared by the Township of Manchester and the fact that any professional services entity is not familiar with these standardized submission requirements or conditions will not be accepted as an excuse.

NO MINIMUM PAYMENT IS IMPLIED OR GUARANTEED.

The Township of Manchester reserves the right to cancel any contract entered into upon thirty (30) days written notice.

TOWNSHIP OF MANCHESTER

PUBLIC NOTICE FOR SOLICITATIONS OF A PROFESSIONAL SERVICES CONTRACT

NOTICE IS HEREBY GIVEN that sealed submissions will be received by the purchasing agent or her representative, for the Township of Manchester, County of Ocean, and State of New Jersey on **TUESDAY, DECEMBER 6TH, 2011 at 10:30AM**. Prevailing time, in conference room 205, (2ND floor), 1 Colonial Drive, Manchester, N.J. 08759

Solicitations for professional services for:
**THE REASSESSMENT OF ALL REAL PROPERTY
IN THE TOWNSHIP OF MANCHESTER
FOR THE YEAR 2013**

Submission package may be obtained from the purchasing office, room 204, 1 Colonial Drive, Manchester Township during business hours Monday thru Friday 9:00am to 4:00 pm. Telephone (732)657-8121 Ext. 3501.

Submission packages are also available on our website at **www.manchestertwp.com**

Professional service contracts are required to comply with the requirements of **N.J.S.A. 10:5-31 et seq.**

**TOWNSHIP OF MANCHESTER
OCEAN COUNTY
NEW JERSEY
SPECIFICATIONS & GENERAL REQUIREMENTS
FOR THE REASSESSMENT OF ALL REAL PROPERTY**

INTENT/PURPOSE

It is the intent and purpose of these specifications to describe the type, quality, and quantity of the REASSESSMENT of all Real Property that is desired and that shall meet the needs and demands of the Township of Manchester. All requirements necessary are listed, for entering into a contract and for the furnishing of the specified items and/or service as provided herein and as applicable in the attached proposal, or as mutually agreed upon.

The conditions and requirements are intended to be open and competitive for obtaining adequate participation of interested parties, uniformity in the submission of proposals and selection of the most responsive bidder. The Township shall be the sole judge concerning the merits of all proposals and sample materials submitted.

Listed below are some facts about the real estate in the Township of Manchester, which are intended to give the vendor an overview of the composition and other variables, relating to the ratable base.

Also listed below are the specifications and performance standards that shall be required by the Township in the establishment of a contract for the Reassessment of all real property. All deviations from these specifications shall be noted in writing on the Proposal Form and/or additional attachments as may be required.

The Township of Manchester utilizes Vital Computer Resources Tax Assessor's MOD-IV Database. The 2009 revaluation was prepared using Vital Computer Resources CAMA program. All residential property record cards should be prepared using the same CAMA program. Commercial, Industrial and Apartment properties should continue utilizing the Marshall & Swift Computer Program. All proposals shall be made based on using the computer programs already in place.

As of January 10, 2011, the MOD IV database shows the breakdown of properties as follows:

Classification	#Line Items
1	4087
2	15694
3A	11
3B	28
4A	136
4B	10
4C	31
15A	6
15B	0
15C	1514
15D	37
15E	3
15F	149

The last reassessment of all real property in the Township of Manchester was in 2009.

GENERAL REQUIREMENTS

Program Definitions:

The firm agrees to prepare and execute a complete program for reassessment of all properties within the confines of the Township of Manchester as illustrated on the Property Classification Schedule attached as Appendix A of this contract for use of the assessor in accordance with this contract and the associated contract documents, all of which are annexed hereto and which form a part of this contract to be completed on or before December 31, 2012. The firm shall comply with the standards and conditions as promulgated by the Division of Taxation. The firm acts as the agent of the assessor and all determinations made by the firm shall be submitted to, and approved by, the assessor.

Scope of Services:

The firm agrees to provide services necessary to classify and appraise each parcel of real estate and each real property improvement, which lies within the boundaries of the Township of Manchester at its fair market value according to N.J.S.A. 54:4-1 et seq.

The firm agrees to appraise all properties using the three approaches to value (Sales Comparison, Cost, and Income) where applicable and to use acceptable methods, forms, and manuals authorized by the New Jersey Division of Taxation. Work shall be required to commence within ten (10) days of the effective date of awarding this contract, which is subject to Division of Taxation approval, and funding.

Price:

The Township of Manchester agrees to pay the firm according to pricing submitted in proposal.

Contract Contingencies:

This contract is contingent upon approval by the Director of the Division of Taxation. The firm shall not have the authority to vary, alter, amend, or change this contract, or any part thereof, without the written consent of the assessor, the Township of Manchester, the Ocean County Board of Taxation, the Director of the Division of Taxation, and the surety firm.

The firm shall ensure that the Ocean County Board of Taxation and the Director of the Division of Taxation accept the reassessment.

Conflict of Interest:

No commissioner or employee of the Ocean County Board of Taxation and no official or employee of the Township of Manchester shall have any interest whatsoever, directly or indirectly, as an officer, stockholder, or employee or in any other capacity of the firm.

The firm and its parent firm and subsidiaries, as referred to in N.J.A.C. 18:12-4.4(a)7 shall not represent any property owner or taxpayer filing a tax appeal with respect to the reassessment completed by the firm for a period of three years from the date of the contract.

Firm Qualifications & Litigation History:

The firm shall meet standards as set forth by the Director of the Division of Taxation and shall supply said Director with any information, which may be required from time to time during the duration of this project.

The firm shall list in writing and describe any current, ongoing, previous threatened litigation or dispute the firm is experiencing or has experienced within the last five (5) years because of the firm being contracted to perform a reassessment or re-assessment. The results of any litigation or dispute shall also be described and attached to the firm's bid submission.

The firm shall include with its bid, a list of municipalities where a revaluation or reassessment was completed in the last five (5) years only. The list should clearly distinguish between revaluation and reassessment programs and indicate the size of the municipality.

Firm Personnel:

Principals of the firm shall have at least ten years of practical and extensive appraisal experience in the valuation of the four classifications of property. Supervisors of the firm shall have eight years of practical and extensive appraisal experience in the valuation of the particular class of real property for which they are responsible. At least four years of this experience must have been in the mass appraisal field within the last three years.

All personnel involved in valuing commercial, industrial, and multi-family (five or more) units must show proof of expertise in the valuation of income-producing properties. All commercial, industrial, and apartment building of five units or greater shall be appraised by a holder of a commercial level designation of a nationally recognized professional appraisal organization and/or shall be a Licensed Certified General Real Estate Appraiser in New Jersey. The designated appraiser shall show proof of expertise in the valuation of age-restricted communities, as well as apartments, nursing homes, offices, and shopping centers by submitting a list of such properties appraised during the last three years.

Field personnel and/or field inspectors and listers shall have a minimum of 200 hours of in-service training pertaining to their particular phase of the work and shall be generally aware of other phases of the reassessment project prior to starting any necessary fieldwork.

The firm shall designate a qualified and responsible employee to supervise the operation of the firm's staff for the entire project. The supervisor shall have at least six years of experience in mass appraisal work and at least three years in the capacity of a reviewer. These designated individuals shall make themselves available to the assessor and/or the County Tax Administrator for consultation throughout the project.

Submission of Work:

Routinely, throughout this project, as data is collected and verified by the firm's supervisor, the firm shall enter the data into the Township's computer system (Vital Mod-IV and CAMA & Imaging Systems) and then submit a hard copy of the computerized data to the assessor for his/her review.

Program Progress Reports:

The firm shall submit a schedule of all project work including projected dates of completion to the assessor prior to awarding contract. Monthly progress reports shall be filed directly to the assessor and on or before the last day of each month. Upon receipt and review, the assessor will forward to the Ocean County Board of Taxation for submission in accordance with the New Jersey Administrative Code.

Payment Schedule:

The firm shall prepare a breakdown of functions to be carried out during this reassessment project and place a dollar value for each function, which shall be subject to the approval of the assessor and County Tax Administrator. This breakdown is a material part of this contract, shall be the basis for payments, and is to be completed as part of the executed contract documents.

The municipality must receive billings for payment under this contract. Billings properly filed and approved shall be processed and payment mailed to the firm if found to be in order and approved.

The reassessment project will commence immediately upon receipt of an acceptable performance bond, approval by the Director of the Division of Taxation of New Jersey and approved funding, if required. Payments to be made to the firm under this contract shall be calculated by applying the appropriate dollar value to the work completed and accepted by the Assessor at the end of each payment period.

Liquidated Damages:

In the event the reassessment project is not completed by December 31, 2012, liquidated damages shall be five hundred dollars (\$500.00) for each calendar day beyond December 31, 2012.

Completion is defined as all work finished including field inspections if needed, calculations, informal taxpayer public hearings, hearing maintenance and submission of all reports, as may be required by the Ocean County Board of Taxation during this reassessment project and the "Proof Book" is ready to be printed.

The firm shall not be responsible for delays caused by strikes, war, catastrophes, acts of God or actions by others not under the jurisdiction of the firm, which might stop or delay the progress of work. No other justification or reason for delays of this project is acceptable.

Insurance, Indemnification and Bonding:

Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in force during the life of this contract and/or until the firm has been discharged of all obligations respecting the defense of this contract, covering all employees engaged in the performance of this contract. This is pursuant to N.J.S.A. 34:15-1 ET seq and N.J.A.C. 12:235-1.6. Minimum Employer's Liability: \$1,000,000.

General Liability Insurance (Including Products and Completed Operations)

This insurance shall have limits of not less than \$1,000,000 any one person and \$1,000,000 any one accident for bodily injury and \$1,000,000 aggregate for property damage, and shall be maintained in force during the life of this contract and/or until the firm has been discharged of all obligations respecting the defense of this contract. The township shall be named as an additional insured on the firm's policy and the policy shall state that their policy is primary and non-contributory.

Professional Liability Insurance

Limits shall be a minimum of \$1,000,000 for each claim and \$1,000,000 aggregate each policy period.

Automobile Insurance

Limits shall be a minimum of \$1,000,000 for hired and non-hired vehicles.

Certificates of the Required Insurance

Certificates of Insurance for those policies required above shall be submitted after contract award. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and from an insurance company rated A- or better by AB Best. All certificates shall name the Township as an additional insured.

Indemnification

The firm shall indemnify and hold harmless the Township from any lawsuit, litigation, demand, or claim arising out of the reassessment contract including attorney's fees and costs in connection with the defense of any such claims. The Township shall be able to choose an attorney of its own at the customary hourly rate, if the Township is named in any lawsuit, litigation, demand, or claim arising out of the reassessment contract, which fees shall be covered by the firm.

Bonding

A performance surety bond equal to the amount of this contract, executed by a reputable bonding firm authorized to do business in the State of New Jersey shall be provided. The surety bond shall be subject to reduction to ten percent of the contract amount upon acceptance of the completed reassessment by the assessor. Said reduced amount shall remain in effect until the firm has discharged all obligations respecting the defense of this contract. Said surety bond shall be subject to full cancellation upon completion of all appeals before the Ocean County Board of Taxation and/or the State Tax Court being adjudicated. A treasury listed bonding firm is to be provided with an AB Best rating. Copies of all insurance policies and the surety bond shall be provided to the Township of Manchester and the Division of Taxation prior to the commencement of any work under this contract.

Confidential Nature of Project:

Disclosure of appraisal information to any individual, firm, or corporation, other than the assessor, the Ocean County Board of Taxation, or their authorized representatives is expressly prohibited, and if done before conclusion of this project will be considered a violation of the contract. It is understood that this does not refer to information released under due process of law and the right to know laws of the State of New Jersey.

Tax List:

The firm shall immediately notify the assessor of any properties discovered not to be on the current tax list to permit adequate time to place an added/omitted assessment on the property so that all properties properly appear upon the Township of Manchester Tax List.

Property Record Data:

The type of construction will be recorded by component parts such as, but not necessarily limited to, foundation, basement area, wall construction, roof, floors, interior finish, heating system, fireplaces, kitchen type & quality, plumbing, fixtures, including whirlpool baths, number of rooms, actual and effective age, physical condition, physical, functional and economic depreciation and/or appreciation if applicable, general quality of construction, rent (if rented), and sales data. The format of the property record data collection card shall be as indicated on the Township of Manchester computer system, which is the Vital Computer Systems CAMA System.

Properties, which may be altered by building permits subsequent to field review but prior to October 1, 2011, shall require an audit trail and shall be field reviewed by the firm prior to finalization of value.

Computer Requirements:

The reassessment of all properties must be computer assisted so that the data can be integrated into the Vital Computer Assisted Mass Appraisal System (CAMA). No substitutes will be allowed or permitted.

The Real Property Appraisal Manual of New Jersey, Third Edition, Volumes 1 and II and any updates must be computerized for generating computer data files for residential properties. Commercial, industrial, special purpose and multi-family properties shall have computer data files generated from computer assisted appraisal programs through Marshall Valuation Service. Said system may be available for the firm.

All commercial, industrial and apartment properties shall be processed in a separate file capable of being downloaded into the assessor's computer file upon completion of data collection and valuation or as may be required.

The computer system must be integrated with the New Jersey Property Tax System MOD IV so that entry of the data can be made directly into the taxing districts Master File. The system must also be capable of producing the Added and Omitted valuation lists, etc.

The firm shall build the database. The data files shall include all items of information in connection with the property such as, but not limited to, the block and lot number, owner's name and mailing address, property location, property classification, zoning, land

size, improvements interior listing, age of improvements, depreciation, pricing data for each improvement as well as the final calculated values for land and improvements.

Special Reports:

At the request of the Mayor or his designee, the firm may be required to prepare other special reports not specifically enumerated elsewhere in the specifications. These may include, but may not be limited to, studies of values by neighborhood, general sales reports for specified periods, and studies, which compare pre-reassessment values to new proposed values.

The firm shall have the capability of generating reports based on sales prices, ratios, property type, property class, gross living area, room count, age of dwelling, lot size, zoning and neighborhood. **NO EXCEPTION TO THIS REQUIREMENT SHALL BE PERMITTED.**

The firm shall have the capability of generating reports by neighborhood that compare sales prices to new proposed assessments and that present the ratios for each property in the report. Based on this information, the firm shall have the ability to develop coefficient of dispersion studies. **NO EXCEPTION TO THIS REQUIREMENT SHALL BE PERMITTED.**

Residential Valuation:

For the appraisal of residential properties, the Third Edition of the New Jersey Real Property Appraisal Manual shall be utilized. Residential schedules shall contain all variations from the base in order to price all types of wall construction, roofs, floors, heating, air-conditioning, plumbing, fireplaces, interior finish, finished attics, dormers, finished basements, built-ins, multifamily homes, decks, patios, porches and garages. The schedules shall show prices for various sizes as well as types and grades of construction.

The firm shall collect and analyze all fair market sales that occurred during the three years prior to the reassessment date in order to develop the market data approach. The firm shall prepare a sample format to be approved by the assessor that will be used in this approach to value. The identification of market trends is important and a paired sales analysis is to be used to determine and document such trends. Analysis shall include sales ratio studies and development of general, segmented, and stratified coefficients of deviation.

The cost conversion factor shall be determined through market studies and shall be substantiated by written documentation. Use of the final cost factor shall be made only after consultation with the assessor.

The depreciation factors shall be determined through market studies and shall be substantiated by written documentation. Physical, functional and economic depreciation and/or appreciation observed by any data collector must be recorded separately on the

data file and explained in writing for each property. The final net condition is to be reflected in the improvement calculation. The concept of effective age shall be used.

Commercial, Industrial and Apartment Valuations:

For the appraisal of commercial, industrial and apartment properties, the computerized Marshall Valuation Service shall be utilized when finalizing the value using the cost approach. The firm shall use the Marshall/Swift Computer Program as required by the municipality.

The firm shall collect and analyze all fair market sales that occurred during the three years prior to the reassessment date to develop the market approach to value. The firm shall prepare a sample format to be approved by the Assessor that will be used in this approach to value. The identification of market trends is important and a paired sales analysis is to be used to determine and document such trends. Analysis shall include sales ratio studies and the development of general, segmented, and stratified coefficients of deviation. A valuation utilizing the cost, market and income approaches to value is to be generated for each property where applicable.

All properties that are experiencing an income or are potential income-producing properties shall have a written report outlining the factors used to develop the income approach valuation. The firm shall request income and expense statements, under the assessor's letterhead, on any income-producing properties by certified mail, return receipt requested, pursuant to N.J.S.A. 54:4- 34 under the assessor's signature. Mailing costs for these requests shall be at the firm's expense and included in the reassessment bid price.

The firm shall analyze the local market place to derive economic rates, rentals, and expenses in order to arrive at a supportable indication of value. The firm can make use of prior income and expense information received by the assessor to conclude this analysis, which must be documented for future reference. The firm shall analyze all income and expense statements received and investigate lease and rentals for establishing economic rents and gross rent multipliers, when applicable. Capitalization rates to be used for the income approach to value must be obtained from the market, documented, and provided to the assessor.

Site improvements such as fencing, lighting, and paving are to be valued as accessory items. Depreciation factors shall be determined through market studies and shall be substantiated by written documentation. Physical, functional, and economic depreciation and/or appreciation observed by a valuator must be recorded separately on the data file and explained in writing for each property when applicable. The final net condition is to be reflected in any calculations. Documentation of sales, capitalization rates, and related information is to be filed under a separate report.

Added Assessments:

The firm shall be responsible for valuation of all new construction, additions and alterations up to and including October 1, 2012. This includes collecting all outstanding building permits and certificates of occupancy, inspecting all indicated properties to determine the specific status of completion for each of these items, entering the resultant data into the assessor's CAMA system, and developing the appropriate assessment changes that will result in an added assessment whenever necessary. If a building is under construction at the time of the field investigation, a notation of "P" for partial assessment shall be placed on the computerized appraisal system in order that it can be retrieved in an expeditious manner for further review. A list of these partials shall be provided to the assessor. Prior to finalization of values, a field review shall be made of these incomplete property improvements. Upon review, if the construction is substantially completed for its intended use, the value shall be determined as if it were complete. Should construction remain incomplete, the firm shall consult with the assessor to determine the procedure in order that the valuation is appropriate.

The firm shall provide the assessor with an Excel spreadsheet for and with a description of the added assessment, including the block, lot, qualifier, property location, the dollar amount of the added assessment and number of months prorated. Importantly, once the added assessment spreadsheet has been reviewed and approved by the assessor the firm shall be responsible for inputting said data into the Mod-IV tax record system in a timely manner as prescribed by the Ocean County Board of Taxation.

The Township of Manchester shall provide access to all building permits necessary for adhering to the added assessment law.

Land and Sales Mapping:

During the course of this project, the firm shall prepare a land value/sales map to be transmitted to the assessor upon completion of this project for his future use. The land value/sales map shall include the boundaries for each VCS/Neighborhood (value control sector) delineated by the firm. The map shall include land use zone, the boundaries for each neighborhood control sector and the base land value rate to be applied for said control sector. This map shall also identify, by color-coding any properties, which have sold between October 1, 2010, and the completion date of this contract by an arms-length transaction, the date of the sale and the sale price. A comparable sales booklet as described herein shall be part of this analysis.

Property Owner Notification and Review:

The firm, at its expense, shall mail a written notice, approved by the assessor, indicating the appraised value of the property.

Records and Computations to Become Property Of:

Upon conclusion of all review and acceptable revisions, the firm shall provide the assessor with completed property record cards filed in block and lot sequence by class. Dividers must be provided separating each block. The firm shall meet with the assessor to finalize all aspects of this project. Qualified personnel shall be available for giving full explanation and instruction to the staff. The purpose of this meeting shall be to transmit to the custody of the assessor the original or a suitable copy of all records and computations of the firm pertaining to any appraisal of property in the Township of Manchester, if not previously requested and received. These records shall include, but not necessarily be limited to:

1. Written statements to the public or group concerning the nature of the project.
2. Any letter or memoranda to individuals or groups explaining methods used in the appraisal of property.
3. Sales data collected for use in the appraisal process including comparable sales studies, sales ratio studies, sales map, and the sales book.
4. Land valuation data including the land value map.
5. Data relative to the determination of cost conversion factors and depreciation schedules.
6. Data relative to rental schedule, operating statements of income properties, and capitalization rate studies.
7. Data relative to general, stratified, segmented and weighted coefficient of deviation studies.
8. Data processing information pertaining to the format of the computer systems used in the project.
9. Pictures of properties that file tax appeals to either the Ocean County Tax Board or the Tax Court of New Jersey
10. Computer tapes containing property data files which will produce the Assessor's records to be used in the development of the certified tax list. These tapes shall be in a format consistent with the New Jersey Property Tax System MOD IV.
11. Any other records pertaining to the reassessment program.

Defense of Values:

The firm shall assist the assessor and the Township of Manchester to defend all appeals filed against the municipality. Assistance includes providing qualified expert witness from the firm who are knowledgeable with the properties that are appealed, as well as the comparables used. The firm shall provide assistance to the municipality for all Ocean County Board of Taxation appeals filed against the municipality for the year in which the reassessment is implemented (i.e., the initial year that the new assessments are placed on the tax list) and one subsequent year at no additional cost. Defense of appeals filed to the Tax Court of New Jersey will be handled under a separate contract.

AMERICANS WITH DISABILITY ACT

Mandatory Language

Equal opportunity for Individuals with Disabilities

The Contractor and the Township of Manchester ("Township") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant, thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the 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 abide by 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 ADA 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 village 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 this Agreement or otherwise at law.

PROFESSIONAL SERVICES

CHECKLIST

SUBMISSION DATE: DECEMBER 6TH 2011, DIVISION OF PURCHASING

The following items, as indicated below (X) shall be provided with the receipt of sealed submissions:

- | | |
|---|-------------------------------|
| 1. Non-Collusion Affidavit | <u> X </u> |
| 2. Affirmative Action Plan | <u> X </u> |
| 3. Bidders Affidavit | <u> X </u> |
| 4. Copy of <u>BUSINESS REGISTRATION CERTIFICATE</u>
as issued by the State of New Jersey, Department of
Treasury, Division of Revenue. | <u> X </u> |
| 5. Statement of Bidder's Qualifications | <u> X </u> |
| 6. Statement of Ownership | <u> X </u> |
| 7. Insurance Requirement Acknowledgement Form | <u> X </u> |
| 8. Exception Sheet | <u> X </u> |
| 9. Any Corrections, Additions or Deletions
shall be initialed and dated | <u> X </u> |

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 ET SEQ., N.J.A.C 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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 personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

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

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code N.J.A.C. 17:27.**

Attesting Signature

Contractor

Type or Print Name & Title

Date

Submission Form (con't.)

5. Cost details.

6. Description of technical process and equipment used in performing task(s).

Firm_____	Date:_____
Address_____	
Authorized Representative (Print):_____	
Signature:_____	Title:_____
Telephone #:_____	Fax #:_____

PROFESSIONAL SERVICES

**STOCKHOLDERS STATEMENT (CORPORATION) AND/OR PARTNERSHIP
HOLDERSOR SOLE PROPRIETORS**

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any State, County, Municipal or School District contract for the performance of any work for the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement. The statement shall set forth the name and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein, or of sole proprietors.

In the event that a corporate or partnership entity is the owner of more than 10% of the corporate stock or partnership interest of the bidder then and in that event this bidder must disclose the names of the individuals who own at least 10% of the corporate or partnership entity which owns at least 10% of the entity of the bidder.

1.NAME_____

ADDRESS_____

2.NAME_____

ADDRESS_____

3.NAME_____

ADDRESS_____

4.NAME_____

ADDRESS_____

5.NAME_____

ADDRESS_____

STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT

STATE NEW JERSEY

SS
COUNTY OF _____

I, _____ of the City/Town of _____ in the County of _____ and the State of _____ full age, being duly sworn according to law on my oath depose and say that:

I am _____ an officer of the firm of _____ the bidder making the Proposal for the above named work, and that I executed the said Proposal with full authority to do so; that said bidder at the time of making of this bid is not included on the State of New Jersey, State Treasurer’s List of Debarred, Suspended and Disqualified Bidders; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the _____, as the Owner relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer’s List of Debarred, Suspended and Disqualified Bidders at anytime prior to, and during the life of this Contract, including Guarantee Period, that the Local Unit shall be immediately so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey, if the Contractor, pursuant to NJAC 7:1-5.2, commits any of the acts listed therein, and as determined according to applicable law and regulation.

(Insert Name and Address of Contractor)

(Insert Name and Title of Affiant)

Subscribed and sworn
before me this _____ day
of _____ 20 __ .

Notary Public of _____
My Commission Expires _____, 20 ____.

TOWNSHIP OF MANCHESTER
NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

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

I am
of the firm of
the bidder making the Proposal for the above name project, and that I executed the said Proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the State of New Jersey relies upon the truth of the statements contained in this affidavit in awarding the contract for the said project.

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

(Name of Corporation)

(N.J.S.A. 52:34-15)

(Also type or print name of
affiant under signature)

Subscribed and sworn to
before me this ____ day
of _____, 20____

Notary Public of

My commission expires:

(Date)

TOWNSHIP OF MANCHESTER
EXCEPTIONS

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

The TOWNSHIP OF MANCHESTER reserves the right to accept or reject bids and to award the contract based on the best interest of the Township. If there are NO EXCEPTIONS, state NONE.

1. _____

2. _____

SUBMITTED BY _____
(Signature)

(Print Name) (Title)

DATED: _____

