

REQUEST FOR PROPOSALS
REVALUATION SERVICES

Notice is hereby given that the Township of Eastampton is seeking proposals for a Professional Service Contract for a Township Wide-Tax Revaluation. Proposals must be delivered by hand or mailed and received by the **Township Clerk, Township of Eastampton, 12 Manor House Court, Eastampton, New Jersey, 08060 no later than 10:00 A.M. on Tuesday, February 26, 2013.**

Contract documents and proposal specifications may be obtained from the Office of the Township Clerk, Township of Eastampton, 12 Manor House Court, Eastampton, New Jersey, 08060 between 8:30 a.m. and 4:30 p.m., Monday through Friday. Submissions must be made in the manner designated therein and enclosed in a sealed envelope bearing the name and address of the proposer, addressed to the **Township Clerk, Township of Eastampton, 12 Manor House Court, Eastampton, New Jersey, 08052** and marked "Proposal for Township-Wide Revaluation" and must be accompanied by a Bid Bond or Certified Check drawn to the order of Eastampton Township for not less than 10 percent (10%) of the amount but not in excess of Twenty Thousand Dollars (\$20,000). Proposers are to comply with the requirements of P.L. 1975, C. 127. (N.J.A.C. 17:27)

All proposals shall be submitted only at the hours, date and place indicated above for receiving sealed proposals. The Township reserves the right to reject a proposal response where a proposer is not properly qualified in accordance with the requirements of the specifications. The right is also reserved to reject any or all proposals or to waive any informalities where such informality is not detrimental to the best interest of the Township of Eastampton. The Township shall have sixty (60) days within which to accept or reject proposals. Proposers shall be required to keep their proposals open for that period of time and agree that they will not withdraw or reverse their prices therein.

Please submit one (1) electronic version on a CD and three (3) hard copies of the proposal.

Kim Marie White, Township Clerk

**TOWNSHIP OF EASTAMPTON
COUNTY OF BURLINGTON**

INSTRUCTIONS TO PROPOSERS AND STATUTORY REQUIREMENTS

I. SUBMISSION OF PROPOSALS

A. The Township of Eastampton, Burlington County, New Jersey (hereinafter referred to as "Township") is seeking proposals for a Township-wide revaluation pursuant to the Notice of Request for Proposals/Request for Qualifications.

B. Sealed proposals will be received by the Township Clerk at the time and place stated in the Notice. Please submit one (1) electronic version on a CD and three (3) hard copies of the proposal.

C. The proposal form shall be submitted, in a sealed envelope: (1) addressed to the TOWNSHIP CLERK, (2) bearing the name and address of the proposer written on the face of the envelope, and (3) clearly marked "'Proposal for Township-Wide Revaluation".

D. It is the proposer's responsibility to see that its proposal is presented to the Township on or prior to the hour designated and at the place designated. Proposals may be hand delivered or mailed; however, the Township disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent by overnight mail, the designation in section C, above, must also appear on the outside of the delivery company envelope. Proposals received after the designated time and date will be returned unopened.

E. Sealed proposals forwarded to the Township before the time of opening of proposals may be withdrawn upon written application of the proposer who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. Once proposals have been opened, they must remain firm for a period of sixty (60) calendar days.

F. All prices and amounts must be written in ink or preferably typewritten. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the Township. Any changes, white-outs, strike-outs, etc. on the proposal page must be initialed in ink by the person responsible for signing the proposal.

G. Each proposal must give the full business address of the proposer and be signed by an authorized representative. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

H. Proposers must insert prices for furnishing all of the materials and/or services required by these specifications. Prices shall be net.

I. The contractor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.

J. The person designated as the Township's Representative is the Township Assessor, Karen McMahon or her designated agent. The Township's Representative will present the final recommendation for award of the contract to the Township Council.

K. The following specific factors will be used in reviewing the proposals and determining which proposal is most acceptable to the Township: cost of the proposal, experience of vendor, location of vendor in relation to Eastampton Township, information obtained from other municipalities pertaining to the performance of the vendor, and experience and training of employees.

II. PROPOSAL SECURITY

The following provisions if indicated by an (X), shall be applicable to this proposal and be made a part of the proposal documents:

A. GUARANTEE X

Proposer shall submit with the proposal a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total proposed contract price, but not in excess of \$20,000, payable unconditionally to the Township. When submitting a Bond, it shall contain Power of Attorney for the full amount of the Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Township. The check or bid bond of the unsuccessful proposer(s) shall be returned to all but the three (3) lowest Proposers within ten (10) days after opening of proposals, Sundays and Holidays excepted. The check or bond of the three (3) lowest Proposers shall be returned within three (3) days, Sundays and Holidays excluded of the award and signing of the contract and approval of the required bond or other security is submitted. The check or bond of the successful proposer shall be forfeited if the proposer fails to enter into a contract pursuant to N.J.S.A. 40A: 11-21.

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

B. CONSENT OF SURETY X

Proposer shall submit with the proposal a Certificate (Consent of Surety) with Power of Attorney for full amount of proposal price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the Township stating that it will provide said proposer with a Performance Bond in the full amount of the proposal. This certificate shall be obtained in order to confirm that the proposer to whom the contract is awarded will furnish Performance Bonds from an acceptable surety company on behalf of said proposer, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A: 11-22.

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

C. PERFORMANCE BOND X

Prior to commencement of this contract, the Revaluation Firm shall provide a performance surety bond in form and content satisfactory to the Township's Attorney and in an amount equal to 100% of the contract, with a surety Revaluation Firm authorized to do business in the State of New Jersey and approved by the Township. The surety bond shall secure the Revaluation Firm's faithful performance of the contract and all court costs and legal fees required to enforce same, and shall indemnify and save harmless the Township from all proceedings, suits or actions of any source or description and shall also assure the payment of all wages to persons who have performed or furnished materials during the term of the revaluation project. Said surety shall be reduced by the Township Council to 10% of the contract price upon completion of the informal hearings and acceptance of the final values by the Township Assessor and the Burlington County Board of Taxation. The surety reduction shall be recommended to Township Council only after joint acceptance by the above entities.

The performance bond provided shall not be released until final acceptance of the whole service and/or materials and then only if any liens or claims have been satisfied.

D. SURETY DISCLOSURE STATEMENT AND CERTIFICATION X

The surety shall have the minimum surplus and capital stock on net cash assets required by N.J.S.A. 17:17-6 or 17:17-7 whichever is appropriate at the time the request for proposals is issued.

The Bond shall have attached thereto a Surety Disclosure Statement and Certification to which each surety executing the bond shall have subscribed.

The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey. N.J.S.A. 17:31-5.

III. INTERPRETATION AND ADDENDA

A. The proposer understands and agrees that its proposal is submitted on the basis of the specifications prepared by the Township. The proposer accepts the obligation to become familiar with these specifications.

B. Proposers are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by Proposers should be promptly reported in writing to Township's designated representative. In the event the proposer fails to notify the Township of such ambiguities, errors or omissions, the proposer shall be bound by the proposal.

C. No oral interpretation of the meaning of the specifications will be made to any proposer. Every request for an interpretation shall be in writing, addressed to the Township's representative stipulated in the proposal. In order to be given consideration, written requests for interpretation must be received at least ten (10) days prior to the date fixed for the opening of the proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective Proposers, in accordance with N.J.S.A. 40A:11-23. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the proposer in the proposal. The Township's interpretations or corrections thereof shall be final.

D. Discrepancies in Proposals

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Township of the extended totals shall govern.

IV. INSURANCE AND INDEMNIFICATION

A. Insurance Requirements

1. Workers Compensation and Employers Liability Insurance

A successful proposer shall procure and shall maintain worker's compensation insurance in accordance with statutory requirements for all of his/her employees to be engaged in work on the project; in case of any such work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the contractor's worker's compensation insurance.

2. General Liability Insurance.

The successful proposer shall procure and maintain during the life of this contract General Liability insurance during the life of this contract of not less than One Million Dollars \$1,000,000.00 bodily injury and property damage in any one occurrence.

3. Automobile Liability Insurance.

Successful proposer shall procure automobile liability insurance for claims arising from owned, hired, and non-owned vehicles with limits of not less than One Million Dollars \$1,000,000.00 any one person and Two Million Dollars \$2,000,000.00 any one accident for bodily injury and Five Hundred Thousand \$500,000.00 dollars each accident for property damage, which insurance shall be maintained during the life of this contract.

B. Certificates of Required Insurance

The contractor shall, at its own expense, take out all necessary insurance coverage required and shall submit to the Township evidence that Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation Employer's Liability Insurance in the amounts specified. Coverage shall be with acceptable insurance companies operating on admitted basis in the State of New Jersey and shall name the Township as an additional insured. Satisfactory proof of insurance shall consist of a certificate of each insurer, insuring the contractor under the contract. The certificate shall contain the following information (except in the case of worker's compensation insurance, items 1, 2 and 4 will be sufficient).

1. Name and address of insured.
2. Number of the policy or types of insurance enforced thereunder on the date born by such certificate.
3. The expiration date of the policy and the limit or limits of liability thereunder on the date born by such certificate.
4. A statement that the insurance of the type afforded by the policy, applies to all. The operations of the project which were undertaken by the insured during the performance of the contract including collision coverage for vehicles in tow.
5. Statement that the insurance company will not cancel the policy except upon thirty (30) days notice to the Township.

C. Indemnification

Successful proposer will indemnify and hold harmless the Township from all claims, suits or actions and damages or costs of every name and description to which the Township may be subjected or put by reason of injury to the person or property of another, or the property of the Township, resulting from negligent acts or omissions on the part of the proposer, the proposer's agents, servants or employees in the delivery of materials and supplies, or in the performance of the work under this contract.

VI. PREPARATION OF PROPOSALS

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

B. Successful proposer shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All proposals submitted shall include this cost in the proposal price proposal.

VII. STATUTORY AND OTHER REQUIREMENTS

A. Mandatory Affirmative Action Certification

No firm may be issued a contract unless it complies with the affirmative action regulations of N.J.S.A. 10: 5-3 1 et seq. (P.L. 1975, c. 127).

1. Procurement, Professional and Service Contracts

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

i. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter), or

ii. A photocopy of an approved Certificate of Employee Information Report, or

iii. An initial Affirmative Action Employee Information Report (AA-302), such forms to be provided by Township.

B. Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of proposals and services is prohibited. The successful proposer is required to read Americans With Disabilities language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful proposer is obligated to comply with the Act and to hold the Township harmless.

C. Stockholder Disclosure

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

D. Non-Collusion Affidavit

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

E. Non-Assignment of Contract

The proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, or his rights, title or interest in or to the same of any part thereof except as otherwise provided herein.

VIII. REJECTION OF PROPOSALS

A. Reservation of Rights

Township reserves the right to waive any informalities, irregularities or minor defects in the proposals received. In addition, Township reserves the right to reject any and all proposals for reasons that the Township deems appropriate, and where said rejection is, in the judgment of the Township, determined to be in the best interest of the municipality.

B. Availability of Funds

Pursuant to statutory requirements, any contract resulting from this proposal shall be subject to the availability and appropriation of sufficient funds annually.

C. Multiple Proposals Not Allowed

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

D. Unbalanced Proposals

Proposals that are obviously unbalanced may be rejected.

E. Failure to Enter Contract

Should the proposer, to whom the contract is awarded, fail to enter into a contract within 21 days, Sundays and holidays excepted, the Township may then, at its option, accept the proposal of another proposer.

X. TERMINATION OF CONTRACT

A. If, through any cause, the successful proposer shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the Township shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Township of any obligation for balances to the contractor of any sum or sums set forth in the contract.

B. Notwithstanding the above, the contractor shall not be relieved of liability to the Township for damages sustained by the Township by virtue of any breach of the contract by the contractor and the Township may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the Township from the contractor is determined.

C. The contractor agrees to indemnify and hold the Township harmless from any liability to suppliers concerning payment for work performed arising out of the lawful termination of the contract by the Township under this provision.

D. In case of default by the successful proposer, the Township may procure the articles or services from other sources and hold the successful proposer responsible for any excess cost occasioned thereby.

E. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Township reserves the right to cancel this contract.

XI. GOVERNING LAW

1. This contract shall be governed by and construed in accordance with Local Public Contracts Law of the State of New Jersey (N.J.S.A. 40A: 11-1 et. seq.)
2. Pursuant to N.J.S.A. 54:1-35.36 any municipality proposing to contract for a valuation or revaluation of all or designated portions of the real property in the municipality shall submit the proposed contract to the Director of Division of Taxation for his review and approval and accord with standards for such work established by him and for a determination that the proposed contractor meets the prescribed statutory and proposal qualifications. If the Director of Division of Taxation does not approve the proposed contractor, the proposed contractor shall be rejected as the lowest responsible proposer and the Township may award the contract to the next lowest responsible proposer.

TOWNSHIP OF EASTAMPTON

CHECKLIST FOR PROPOSAL SUBMITTAL

1. Non-Collusion Affidavit _____
2. Stockholder/Partnership Disclosure Statement _____
3. Affirmative Action Statement _____
4. American with Disabilities Act of 1990 _____
5. References _____
6. Acknowledgement of Addendum _____
7. Surety Disclosure Statement _____
8. Consent of Surety _____
9. Bond, Cashier's check or certified
check in the amount of 10% of the proposal _____
10. Performance Bond _____
11. Proposal Specifications _____
12. Completed Proposal Form _____
13. Business Registration _____
14. Items Set forth as "Additional Requirements" Para. 19 _____
15. Time Line _____
16. Affidavit _____
17. Addendum _____

SPECIFICATIONS

CONDITIONS TO BE MET BY THE TOWNSHIP

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

1. THREE (3) FULL SIZE copies of an up-to-date tax map, which has been approved for revaluation purposes by the Property Administration, Engineering Section of the Division of Taxation, of the State of New Jersey, map dated November 26, 2012 serial number assigned #1011.
2. One (1)-identification badge to each employee of the Revaluation Firm, which shall contain a clear color photograph of the individual, the Revaluation Firm name, the individual's name and signature, and the signature of a Township Official, to be determined by the Township.
3. Letters of introduction to all field inspectors and field personnel to facilitate their access to Township properties signed by appropriate Township officials.
4. Access to all pertinent records of the Township Assessor's office including: field books, sales records and deeds, zoning ordinances, zoning and flood plain maps, and other such documents that are essential to gain full knowledge of the property or factors affecting the value of the property. The existing property record cards shall be available only to the Project Manager to facilitate him/her in the verification of data collected by field personnel and only when Township Assessor's office staff is present. The Revaluation Firm shall not, under any circumstances, remove any property record cards, map, or document from the Tax Assessor's office without the written permission of the Assessor.
5. A mailing list of the Township's property owners per the most recent update of Township's Mod IV System, both in digital and printed "hard copy" format.
6. BLANK Annual Income and Expense Statement Forms (Chapter 91) prescribed by the Director of the Division of Taxation for each Class 4 property shall be supplied to the Revaluation Firm. An explanatory letter shall be composed by the Township Assessor for inclusion with each request. The cost of mailing of the Annual Income and Expense Forms by Certified Mail - Return Receipt Requested is to be the sole responsibility of the Revaluation Firm. The Revaluation Firm's Project Manager shall have access to Annual Income and Expense Statement Forms filed in the years prior to **2013**. The prior year Statements *shall not be copied due to the confidential nature of the data contained on those forms*.

STANDARDS FOR REVALUATION
CONDITIONS TO BE MET BY THE REVALUATION FIRM

1. SALES MAP

The Revaluation Firm shall prepare a map of all sales that have occurred within the past three (3) years, utilizing a copy of the municipal tax map. Each class of property shall be designated as follows: Class 1, vacant land sales in **green**; Class 2, residential sales in **red**; and all Class 4, commercial/industrial in **blue**. **Each sale shall be placed on the block and lot number with the sale price and sale date.**

2. LAND VALUE MAP

The Revaluation Firm shall prepare and provide the Township Assessor with a land value map and table of land values of the entire Township. Said map shall indicate the unit land values used within each Value Control Sector (VCS) or zoning district for vacant land, residential land, commercial, industrial and apartment lots and/or acreage. Said map shall also delineate municipal zoning boundaries, local water and sewer (if applicable) and VCS limits. The Revaluation Firm shall also furnish the data, which was used to arrive at the units of value in order to substantiate same. Township Assessor shall provide neighborhood designations previously established in Eastampton Township for reassessment purposes.

3. VACANT LAND

- A. The Revaluation Firm shall inspect and appraise each parcel of vacant land based upon the front foot, square foot, acreage, site value or a combination thereof, as may be appropriate in the judgment of the Revaluation Firm's appraisal expert with consent and approval of the Township Assessor.
- B. All vacant land valuations shall be made in accordance with the standards and procedures provided in the most recent edition of the Real Property Appraisal Manual for N.J. Assessors.
- C. The Project Manager shall be responsible for the determination of land values which shall be submitted to the Township Assessor for his review and approval as early in the contract period as feasible.

4. RESIDENTIAL PROPERTY – CLASS 2 and 3A

- A. The Revaluation Firm shall inspect the interior and exterior of Class 2 and 3A as described below, residential property including all accessory structures and outbuildings, including those structures to which no value is ascribed. Each building shall be accurately measured, diagrammed and drawn to a scale of 1"=10 feet; 1"=20 feet; 1"=30 feet as conditions and size of the structure dictate. Computer drawn sketches may use a variable scale to be determined by the computer may be substituted for the hand-drawn scaled diagram. Said inspection shall also result in a list of component parts including, but not limited to:

- 1) The style of the structure – (Bungalow, Cape Cod, Ranch, 2 Story, etc)
- 2) the quality of construction
- 3) the ceiling height of each section, including basement
- 4) the physical depreciation observed
- 5) functional obsolescence
- 6) location or economic obsolescence
- 7) number of living units
- 8) age of the structure and year built
- 9) overall condition
- 10) if tenant occupied, monthly rent
- 11) foundation type and material
- 12) basement area
- 13) finished basement area (**TO BE MEASURED**)
- 14) finished attic area (**TO BE MEASURED**) height of knee wall indicated
- 15) finished half-story area (**TO BE MEASURED**)
- 16) exterior wall construction
- 17) brick, stone, cultured stone and/or stucco masonry veneer
- 18) roof type and roof cover material
- 19) floor structure and material
- 20) degree of interior finish
- 21) heating, ventilation and air conditioning
- 22) number, quality, type and height of fireplaces
- 23) number and type of rooms (room counts)
- 24) number of bathrooms and number of fixtures in each bathroom, platform soak and whirlpool tubs, steam showers
- 25) built-in kitchen appliances
- 26) modernization of kitchens and bathrooms (**EXTREMELY IMPORTANT**)
- 27) decks, patios, terraces, balconies, open, glazed & enclosed porches, gazebos and cabanas
- 28) in-ground pools, pool spas, tennis courts, detached garages, sheds, outbuildings and any other item or amenity that would significantly affect the Market Value of said property in the opinion of the Township Assessor.
- 29) Volume areas such as cathedral ceiling where no second floor exists must be measured and located on the building sketch in its proper position. The CC “cathedral ceiling” description ***shall*** be utilized in the computer coding of this section.
- 30) name of the development where the property is located
- 31) style of the original house constructed (before additions)
- 32) elevators
- 33) solar panels, geothermal heating

All of the above information shall be noted or printed on a property record card acceptable to the Township Assessor. Notes on modernization, depreciation, and obsolescence shall be noted on the property record card by hand or electronically in a section to be entitled “Notes”. Any condition that requires a change in the property’s assessed value shall be listed in the Notes Section of the card with an explanation as to why the value change was made.

B. All residential property appraisals shall be made in accordance with the standards provided in the most recent edition of the Real Property Appraisal Manual for N.J. Assessors.

5. COMMERCIAL, INDUSTRIAL AND APARTMENT PROPERTY CLASSES

A. The Revaluation Firm shall physically inspect the interior and exterior of Class 4 as described below, commercial property, including all accessory structures and outbuildings, including those structures to which no value has been ascribed. Each building shall be accurately measured, diagrammed and drawn to a scale between 1" = 10 feet to 1" = 40 feet as conditions and size of the structure shall dictate. In addition, the below listed property classes shall require the following additional items:

CLASS 4A: The Revaluation Firm shall provide an analysis of income and expenses, and capitalize the Net Operating Income into an indication of value by the Income Capitalization Approach. Said analysis shall be made on a form acceptable to the Township Assessor and presented in a clear, concise and readable format. The sketch produced by the Revaluation Firm shall clearly delineate the separate retail units within a shopping center or group of strip stores, and the tenant occupying said unit at the date of inspection. Finished retail area, mezzanine area and unfinished warehouse or storage area shall also be clearly delineated and its area calculated.

CLASS 4B: The Revaluation Firm shall provide an analysis of income and expenses, and capitalize the Net Operating Income into an indication of value by the Income Capitalization Approach. Said analysis shall be made on a form acceptable to the Township Assessor and presented in a clear, concise and readable format. The sketch produced by the Revaluation Firm shall clearly delineate the various sections of the building and delineate and describe the type(s) of finish and occupancy. (OFFICE, WAREHOUSE, MANUFACTURING, MEZZANINE and GARAGE AREA) The story height and calculation of the area of each section shall be separately enumerated on the final sketch.

CLASS 4C: In addition to the Income Capitalization Approach, all apartment complexes containing ten (10) units or more shall require a short narrative appraisal report completely describing the unit types and styles, building layout, construction components, depreciation and obsolescence, and the final value justified by comparable sales analysis.

B. All commercial, industrial and apartment cost estimates shall be made according to the standards provided by the Marshall & Swift Commercial Estimator Software Program. Software must be purchased and installed on the Township Assessor's computer by the Revaluation Firm at the conclusion of the project. Software licensing is the responsibility of the Revaluation Firm and shall be paid for by the Revaluation Firm. The Revaluation Firm shall provide proof of licensing.

C. All Class 4 properties shall have the following descriptive items enumerated on a property record card to be approved by the Township Assessor prior to the start of

field inspections. Said inspection shall also result in a list of component parts including, but not limited to:

- i. the class of construction
- ii. the quality of construction
- iii. the story height of each section
- iv. the physical depreciation observed
- v. functional obsolescence
- vi. locational or economic obsolescence
- vii. number of living units, office units and/or tenants
- viii. age of the structure and year built
- ix. overall condition
- x. if tenant occupied, monthly rent
- xi. foundation type and material
- xii. basement area
- xiii. finished basement area (**TO BE MEASURED**)
- xiv. finished attic area (**TO BE MEASURED**) height of knee wall indicated
- xv. finished half-story area (**TO BE MEASURED**)
- xvi. exterior wall construction
- xvii. brick, stone, cultured stone and/or stucco masonry veneer
- xviii. *roof type and cover material*
- xix. quantity and quality of storefront
- xix. floor structure and material
- xx. degree of interior finish
- xxi. heating, ventilation and air conditioning
- xxii. number, quality and height of fireplaces
- xxiii. number and type of rooms (room counts)
- xxiv. number of bathrooms and number of fixtures in each bathroom
- xxv. electrical system(s)
- xxvi. overhead doors, loading docks, canopies
- xxvii. concrete paved parking areas and number of spaces
- xxviii. asphalt paved parking areas and number of spaces
- xxix. drive-thru windows, pneumatic tubes, vaults, security systems
- xxx. sprinkler systems (fire protection)
- xxxi. mezzanine, storage or description of finished area and square footage
- xxxii. crane ways and major fencing
- xxxiii. clear span to the bottom of the I-beam (CUB)
- xxxiv. any other item or amenity that would significantly affect the Market Value of said property including elevators.

D. The Revaluation Firm shall be responsible for the preparation, postage and mailing of Chapter 91 forms, certified mail, return receipt requested. The Township Assessor shall provide the composition of the cover letter to be attached to the mailing of Chapter 91 forms by the Revaluation Firm.

4. QUALIFIED FARMLAND ASSESSED PROPERTY – CLASS 3B

Qualified Farmland for which a Farmland Assessment application (FA-1) has been approved by the Township Assessor shall have qualified farmland value computed

using the acreage values mandated in the fiftieth edition of **The State Farmland Evaluation Advisory Committee** report dated October, 2013. *The qualified farmland shall also be valued at its highest and best use value (market value).* The calculation of acreage under Qualified Farmland shall be computed using the farmland calculator contained within the software program/package to be selected by the Township Assessor and Township.

5. EXEMPT PROPERTY CLASSES

All CLASS 15 properties shall be physically inspected, measured and diagrammed by the Revaluation Firm on the same property record card format as the CLASS 4 PROPERTIES. The above list of component parts shall be listed and valued according to the Marshall & Swift Cost Estimator Software Program. ***Class 15 properties that are actually residential structures (group homes & other possible uses) may be valued via the Real Property Appraisal Manual for N.J. Assessors, if and only if the resulting value would better mirror the perceived market value of the property.*** Each exempt property must be given a value as if it were taxable. Exempt properties are to be placed on a separate list showing the value and description of each property.

6. APPROACHES TO VALUE

The Revaluation Firm shall appraise all of the aforementioned classes of property utilizing the three (3) customary, recognized approaches to value ***where applicable*** (the Cost Approach, Sales Comparison Approach, and the Income Capitalization Approach).

7. PROPERTY RECORD CARDS AND PHOTOGRAPHS

- A. ***The Revaluation Firm shall provide all of the aforementioned-listed property descriptions on a distinct, properly labeled property record card for each of the three classifications of real property acceptable in format to the Township Assessor AND SIMILAR TO THE REAL PROPERTY APPRAISAL MANUAL FOR N.J. ASSESSORS.*** The Township Assessor prior to the commencement of fieldwork shall approve the property record card format and descriptive elements contained thereon. The property record card and computer program utilized shall be adaptive to all necessary items and amenities that have contributory value to the overall property value. ***(to allow uniform valuation treatment of specific items and amenities that are not standard in the computer program)***
- B. The Revaluation Firm shall provide digital photographs of each residential dwelling and accessory structure located within the Township. Properties classified as Class 15 shall follow the residential procedure above. Properties classified as 4A, 4B or 4C shall have one photograph of each and every structure located on the subject parcel. Photographs must be retrievable on the Township Assessor's CAMA System by Block and Lot and Property Location. The computer program shall be capable of storing and retrieving multiple photographs on each and every property record and printing each photograph when desired by the Township Assessor's Office.

- i. A property record card shall be completed for each and every property located within the Township by the Revaluation Firm, and shall be delivered to the Township Assessor upon completion of the project. The Revaluation Firm shall deliver the property record cards, in Block and Lot order. All property record cards and photographs shall become the exclusive property of the Township and all property record cards and photographs must be distinct and properly labeled.
- ii. Each property record card shall identify the individual making the inspection, the dates of inspections, and in those circumstances where an interior inspection was unable to be made, the date(s) efforts were made to contact the owner, and the owner's response, if any.

8. INSPECTION PROCEDURES

- A. The Revaluation Firm shall mail to each property owner on the Tax List a letter explaining the revaluation process and advising the property owner of the forthcoming inspection. The Revaluation Firm shall mail said letter two (2) weeks prior to the commencement of fieldwork. The form of notice shall be approved by the Township Assessor.
- B. Prior to the Revaluation Firm's scheduled inspection of each neighborhood/VCS, the Revaluation Firm shall mail a post card or letter to each property owner within the designated area(s) notifying them of the planned inspection schedule. This notification shall be at least seven (7) days prior to commencement of inspections within said neighborhood/VCS.
- C. The Revaluation Firm shall schedule and perform inspections in the following manner:
 - i. The Revaluation Firm shall inspect all properties between the hours of 9:00 AM and 6:00 PM, Monday through Saturday. No less than three (3) distinct attempts shall be made to gain entry into each property. **(attempts made on 3 different days)**
 - ii. Callbacks may be scheduled in the evening hours between 6:00 PM and no later than 9:00 PM; **unless requested by the taxpayer.**
 - iii. **Sunday appointments shall not be scheduled by the Revaluation Firm,** however it should be anticipated that occasional Sunday appointments may be necessary **if and only if requested by the taxpayer where no other arrangements are feasible.**
 - iv. The initial visit of the field person shall be announced by the postcard at least seven (7) days prior to the initial visit; **no advance appointment shall be required.**
 - v. Upon arrival at the subject property, the field person shall knock and announce his/her arrival, identify him/herself, state the purpose of his/her visit and show the identification provided by the Township.

- vi. If the owner/taxpayer/tenant does not respond/answer the door; the inspector shall immediately place a dated card in the door showing that the inspector was there and the inspector shall proceed to measure the structure(s) and list exterior characteristics that are observable. If a callback date and time are to be scheduled, the card left should state the date and time the inspector will return. **A credible return callback shall not be scheduled on the same day as the initial inspection!**
- vii. If the owner/taxpayer/tenant is not available to allow an interior inspection upon the callback, the field person shall leave a card explaining the purpose of the visit and informing the owner/taxpayer/tenant asking the occupant to arrange a mutually convenient appointment to inspect the interior of said property. The card shall contain a toll-free telephone number that may be called by the taxpayer for the scheduling of appointments with the Revaluation Firm. The card shall also state that unless an appointment is scheduled by the taxpayer, the Revaluation Firm shall estimate the interior amenities from any and all information available. The estimate shall be based on the best condition and amenities possible in that type of structure.
- viii. Each inspection attempt shall be documented on the field person's data collection form as to the date, time and inspector. The inspector is solely responsible to have the owner/taxpayer/tenant sign that an interior inspection was permitted. ***(Payment may be denied without signature of the person allowing interior inspection.)***
- ix. **Should the owner/taxpayer/tenant deny access to the interior and/or exterior of the property, the field person shall courteously leave the property immediately and shall inform the Township Assessor IN WRITING as soon as reasonably possible, but in no case shall the notification exceed seven (7) days from the date of the denial.**
- x. The Township Assessor shall notify the owner/taxpayer/tenant ***IN WRITING*** that the property shall be estimated unless an inspection is scheduled immediately.
- xi. The Revaluation Firm's field inspector shall inspect the entire structure, including basement area(s), all floors including walk-up permanent stair attics to determine if the space is finished and heated. Finished basements shall be measured when feasible, or accurately estimated only as a last resort.

Description and measurement of half stories and attics will be determined before deployment of field inspectors.
- xii. The Revaluation Firm shall achieve interior inspections of a minimum ratio of 92% of the residential dwellings including classes 2 and 3A. The Revaluation Firm shall revisit uninspected interiors until the 92% ratio is achieved. The Revaluation Firm shall also achieve an interior inspection ratio of 92% for all class 4 properties. A representative number of vacant apartment units must be inspected in each apartment complex. At a minimum, an inspection of one (1) of each type/style of apartment unit must be inspected.

****Specific attention should be focused by the Revaluation Firm's Field Inspectors to identify negative and positive influences on value visible only from within the interior of the structure. Examples of negative value influences are: deferred maintenance, deficiencies, functional utility, observable hazards, and mold and water infiltration in roofs, crawl spaces or basements. It is acknowledged that Field Inspectors are not qualified as building inspectors; however, Field Inspectors should ask the property owner if any negative influences exist and verify the existence of the alleged conditions and influences while inside the structure.***

- D. The Project Manager shall be responsible for the quality and quantity of all field work performed by the Revaluation Firm. Said Project Manager shall review the raw data collected by the field personnel to insure the accuracy of the data reported and the diagram and measurements prior to its entry on computer. UNDER NO CIRCUMSTANCES SHALL FIELD PERSONS HAVE ACCESS TO THE EXISTING PROPERTY RECORD CARDS. The Township Assessor and/or County Tax Administrator may require the Project Manager from the Revaluation Firm to accompany him and/or her on spot checks of the Revaluation Firm's fieldwork. Incorrect fieldwork shall be returned to the Revaluation Firm for correction. IN ADDITION, ANY INCORRECT FIELD WORK WILL RESULT IN MONETARY PENALTIES BEING ASSESSED TO THE REVALUATION FIRM. SAID PENALTIES WILL BE DEDUCTED FROM THE REVALUATION FIRM'S CURRENT INVOICE. (See Appendix III for schedule of penalties)
- E. The Revaluation Firm shall provide a written, weekly schedule of field work, including: name of the field inspector, the vehicle type and license number of said vehicle, the area(s) to be inspected and the number of days the field inspector is expected to be in said area(s). The Township Assessor shall provide a copy of this schedule to the Chief of Police, Township Manager and Township Clerk. Any deviation from this schedule shall be immediately reported to the aforementioned individuals.
- F. ***The Township Assessor shall have the right to remove and exclude any employee of the Revaluation Firm from working in the Township during the term of this contract for cause.*** The Township shall preclude the use of any field inspector who does not have at least one (1) year of practical experience in the field of data collection. The Revaluation Firm shall supply a written list of Revaluation Firm employees, resume detailing each employee's credible experience and education and ***confirmation of satisfactory background check for each employee.*** ***The Revaluation Firm shall make no change in the personnel during the term of this contract without written approval of the Township Assessor and Burlington County Board of Taxation. The Revaluation Firm shall not employ any Eastampton resident to work in Eastampton Township in any capacity during the term of this contract.***
- G. With regard to real property being constructed or altered, the Revaluation Firm shall determine the percentage of completion and the appraised value of said property as of **October 1 of the pretax year. (October 1, 2013).**

- H. The Revaluation Firm shall provide written monthly progress reports to the Township Assessor for his review. The Township Assessor shall forward said reports to the Burlington County Board of Taxation and to the Township Administrator. The Planning Calendar and Monthly Report must be done on form POW/RSR as promulgated by the Division of Taxation (see Appendix IV).
- I. The Revaluation Firm shall notify the Township Assessor of any properties discovered not to be on the Tax List. Notification shall be made in writing within fourteen (14) days from the time the omission is discovered.
- J. **The Revaluation Firm shall supply via electronic transmission a work file of properties that have had completed interior inspections within seven (7) days of entry into the computer program selected by the Township. The work file is to be reviewed by the Township Assessor and any meaningful discrepancies shall be reported to the Revaluation Firm's Project Manager.**

9. FINAL DELIVERY AND SUMMARY

- A. Upon completion, the Revaluation Firm shall deliver to the Township Assessor, all property record cards **in block and lot order**, CAMA software package with digital photographs (appraisal file), appraisals, the Land Value/Sales Map, additional blank data collection cards, taxpayer review forms, appraisals submitted by taxpayers and any other items necessary to document the Revaluation Firm's value determinations. The appraisal file must be approved by the Township Assessor and be compatible with the Township's MOD IV System. It is the responsibility of the Revaluation Firm to have the CAMA software integrated with the Township Assessor's computer system.
- B. The Revaluation Firm shall furnish a proof book of all final values in the form similar to the proof books that are furnished by the Burlington County Board of Taxation. The proof book format shall be provided at no cost to the Township. The proof book shall contain each and every block and lot number represented on the Official Tax Map of Eastampton Township, with the new assessed value of each parcel. The new values shall be segregated into the land value, building value and total value. The proof book shall also contain a summary page similar in format to the summary page listed in the **2013** tax list. In addition, the Revaluation Firm shall furnish an ***Impact Listing*** by block, lot, and property class. This report must include the previous assessment, new assessment and percentage of change.
- C. The Revaluation Firm shall provide a statement signed by the Project Manager indicating that every taxable property within the Township has been appraised at 100% of fair Market Value, and that every parcel has been listed in the proof book.
- D. Exempt properties shall be listed separately, together with their appraised values. The property record cards shall be in block and lot order when delivered to the Township Assessor.

- E. Immediately upon final delivery of the property record cards and all other data called for in Paragraph A above, the Revaluation Firm shall properly file all such material in the filing cabinets in the Township Assessor's office.
- F. The Project Manager shall be available to the Township Assessor at the Township Assessor's request to discuss any concerns regarding the Revaluation Firm's appraisal procedures and value estimates during the term of this contract.
- G. The Revaluation Firm shall provide a software program containing the new revaluation assessment values; said program shall be in a format consistent with the New Jersey Property Tax System MODIV.
- H. The Revaluation Firm shall provide a MODIV and CAMA database compatible with the computer hardware in use by the Township. The Revaluation Firm shall load the necessary database upon completion and acceptance of final values by the Burlington County Board of Taxation and Township Assessor.

10. TAXPAYER NOTICE AND REVIEW

- A. The Revaluation Firm, at its expense, shall provide written notice to each owner of record advising them of the new assessment for their property as well the estimated tax impact. Said notice shall be by First Class mail and the notice shall be in a format approved by the Township Assessor. The notice shall specify when and how an appointment for an informal review of the property record card, new valuation, valuation methods and sales activity may be arranged by the property owner. Each property owner attending the informal review shall be afforded an individual meeting with a member of the Revaluation Firm qualified to discuss the data collected and the Market Value of each property. Under no circumstances shall the Revaluation Firm mail new value notices prior to NOVEMBER 10, 2013, with all informal reviews to be concluded by DECEMBER 15, 2013.
- B. The Revaluation Firm shall provide sufficient telephone lines and staff in the Revaluation Firm's office to address any reviews requested by the property owner. Said telephone lines shall be toll-free to/from all Township exchanges
- C. The Revaluation Firm shall summarize each and every informal taxpayer review on a form that shall contain: date of the review, name of the reviewer, name of the taxpayer and/or agent, block and lot number of the property reviewed, comments from the taxpayer, any written submissions or appraisal reports from the taxpayer, along with the final determination made by the Project Manager after his review. This written record shall be forwarded to the Township Assessor for review and comment, before the final value is set. Upon review and approval of the Township Assessor, any recommended changes shall be returned to the Revaluation Firm for revision.
- D. The Revaluation Firm shall make all necessary revisions or corrections on or before DECEMBER 31, 2013. Each and every taxpayer who requested an informal review shall be notified of the final determination made by the Revaluation Firm within four

(4) weeks of conclusion of the review process. The Revaluation Firm shall notify the taxpayer in writing by First Class mail.

- E. The informal taxpayer reviews shall be conducted in a facility located within the Township. The Township shall assist in arranging for a convenient, suitable facility. The Revaluation Firm shall anticipate the need to schedule taxpayer reviews during the day, evenings and Saturdays, in order to accommodate all taxpayers that request informal hearings. The Project Manager or his qualified commercial/industrial designee shall be available to meet with Class 4 property owners and/or their agents.

11. OFFICE SPACE

The Revaluation Firm shall furnish all office space, equipment, property record cards, measuring tapes, machines and supplies required in connection with the revaluation. The Revaluation Firm shall maintain an office within twenty-five (25) miles of the Township's borders during the term of this contract. The Township ***shall not*** supply any office space for the Revaluation Firm.

12. DEFENSE OF APPEALS

- A. The Revaluation Firm shall furnish, ***without additional charge to the Township***, the Project Manager, as the Revaluation Firm's expert to testify before the Burlington County Board of Taxation or the Tax Court of the State of New Jersey where the Revaluation Firm's appraised value is being challenged. The Project Manager shall also appear with the Township Assessor and Township Attorney at all hearings, settlement conferences and other legal proceedings, as advised by the Township Assessor and/or Township Attorney. The Project Manager shall defend the Revaluation Firm's appraised value of properties appealed to the Burlington County Board of Taxation for the tax years **2014 AND 2015**. The Township Assessor and Township's Attorney shall appear before said tribunals, represent the Township, examine witnesses and actively participate in related legal phases of the defense of tax appeals.
- B. In cases where the decision of the Burlington County Board of Taxation may be further appealed to the Tax Court, either by the appellant or by the Township beyond the contract termination date of **DECEMBER 31, 2015**, the Revaluation Firm shall provide the Project Manager as an expert witness for the Township at a negotiated per diem rate, which shall remain in effect during the term of this contract and the conclusion of all tax appeals filed through the **2015** tax year.

13. CONFLICT OF INTEREST

- A. No commissioner or employee of the Burlington County Board of Taxation shall have any interest whatsoever, directly or indirectly, as an officer, stockholder, employee or in any other capacity in the Revaluation Firm.
- B. No Revaluation Firm referred to in N.J.A.C. 18:12 - 4.4(a) 7 shall represent any property owner or taxpayer filing a tax appeal with respect to a revaluation

completed by the Revaluation Firm.

- C. A Revaluation Firm that has valued a Eastampton property and has submitted that valuation to the Township Assessor for an **administrative change, or that has represented a Eastampton Township Taxpayer in a County Board or State Court tax appeal matter, in 2011, 2012 and 2013 shall not submit a proposal on this revaluation contract.**
- D. In the event the Revaluation Firm or any officer, employee, or staff member of the Revaluation Firm owns an interest in real property situated within the Township, the Revaluation Firm, employee, or staff member shall disclose in writing to the Township Assessor, the name, address and block and lot of the property owned within ten (10) days of learning of the conflict. Township Assessor shall not permit any resident of Eastampton Township to work on Eastampton Township's revaluation **in any capacity** during the term of this contract.
- E. The Revaluation Firm agrees not to disclose to anyone, except the Township Assessor and the Director of the Division of Taxation, Department of the Treasury, for any purpose, or to permit anyone to use or pursue any of the data on file, in connection with the revaluation. Any confidential information supplied to the Revaluation Firm in connection with this revaluation program shall be held in the strictest confidence and remain in possession of the Revaluation Firm and not be subject to the freedom of information provision. At the conclusion of the revaluation program, all such data/information shall be returned to the Township Assessor.

14. SUBLETTING AND ASSIGNMENT OF THIS CONTRACT

The Revaluation Firm shall not assign, sublet or transfer the contract or any interest therein without first receiving written approval of the Township, the surety Revaluation Firm, the Burlington County Board of Taxation and the Director, Division of Taxation of the State of New Jersey.

15. CHANGES IN THE CONTRACT

Changes in this contract shall be in writing and only be permitted upon agreement and consent of the Revaluation Firm, Township, Surety Companies, the Burlington County Board of Taxation and the Director, Division of Taxation of the State of New Jersey.

16. PUBLIC RELATIONS

The Revaluation Firm shall be required to assist the Township in conducting Township approved public education activities associated with the revaluation. Such activities shall include, but not be limited to:

- A. Press releases to public and private media prior to and during the commencement of fieldwork.

- B. Public speaking engagements for civic, recreational, business, neighborhood associations, P.T.A., colony clubs, senior citizen, veteran and other groups, as the Township determines is in its best interest during the term of this contract.
- C. The Revaluation Firm shall view the public relations function as ongoing during the term of this contract and should be aware of the positive value of a sound public relations program in educating taxpayers of their rights and obligations under current New Jersey Tax Law.
- D. The Revaluation Firm shall maintain a website that promotes public relations throughout the term of the revaluation contract, including but not limited to the following: contact telephone and fax number(s), email address of the Revaluation Firm Project Manager, Field Inspectors photographs, resume and the current neighborhood where the Field Inspectors are actively visiting subject properties.

18. PERSONNEL AND QUALIFICATIONS

The principals of the Revaluation Firm and its employees directly engaged in municipal revaluation programs in this State submitting a proposal for the revaluation of shall meet the following minimum requirements:

- A. Principals and Project Manager(s) shall have a minimum of ten (10) years of practical and extensive appraisal experience in the valuation of all classifications of real property. At least five (5) years of this experience shall have been in the field of mass appraisal. Principals shall also have at a minimum a State of New Jersey "General Real Estate Appraiser Certification" and additional consideration will be given to those individuals possessing senior designations from professional appraisal organizations such as the American Society of Appraisers, Appraisal Institute, Counselor of Real Estate, and the International Association of Assessing Officers, etc.
- B. Supervisors shall have a minimum of five (5) years of practical appraisal experience either in appraising individual properties or mass appraisals. Said appraisal experience shall include extensive commercial, industrial, multi-family, and residential property appraisals. Two (2) years of said supervisor's experience shall have been in the mass appraisal field and shall have occurred within the last five (5) years.
- C. Field personnel, building enumerators and listers shall have a minimum of one (1) year practical experience as a field inspector and shall also have received 150 hours of in-service training pertaining to their particular phase of work and shall be generally aware of the other phases of the revaluation project. The one (1) year experience shall be construed to mean, one (1) year of full-time employment with the Revaluation Firm. All field personnel shall be over 21 years of age and a graduate of a secondary school. Any other field person not meeting the requirements above must have prior approval of the Township Assessor before being assigned to the revaluation program.
- D. Personnel determining final land values shall meet the qualifications prescribed for Project Managers and/or Principals **as described in paragraph "A" above.**

- E. The Revaluation Firm shall require all personnel performing work on this project to authorize a background investigation of said employee by submitting a release contained in Appendix IV. This investigation shall include a National Criminal Information Center Report (NCIC), driver's license review and police check that shall be at the expense of the Revaluation Firm.
- F. All Revaluation Firm personnel shall conduct themselves in a professional and courteous manner when acting in their capacity within the Township during the revaluation program. Proper dress is expected of all Revaluation Firm personnel while working within the Township. Township Assessor and/or the County Tax Administrator may request the removal of any Revaluation Firm employee whose work product is unsatisfactory or has conducted themselves in an unprofessional manner.

Competency Provision: The background and experience of appraisers varies widely, and a lack of knowledge or experience can lead to inaccurate or inappropriate appraisal practice. This Competency Provision requires disclosure of the lack of knowledge or experience required to perform a specific inspection or valuation service competently. Required disclosure shall be made to the Township Assessor immediately upon recognition of the lack of knowledge or experience. It is expressly incumbent upon the Revaluation Firm to acquire the requisite knowledge and/or experience required to perform the assignment competently, or seek an experienced individual who is competent.

19. ADDITIONAL REQUIREMENTS

The Revaluation Firm shall submit with their proposal the following:

- A. A list of their clients for which individual commercial appraisals have been performed for in the past five (5) years including their names, addresses, and contact phone numbers.
- B. A statement regarding the adequacy of their financial resources.
- C. Samples of USPAP compliant, limited summary appraisal reports for the various types of Class 4 properties.
- D. A list of all personnel that may be assigned to the project and their experience.
- E. Sample letters of introduction, informational brochures, and any other information that may be sent to the public before work commences.
- F. A report of any litigation resulting from appraisal projects the Revaluation Firm has been engaged in during the past ten (10) years.
- G. A proposed chronological schedule of work and associated cash flow schedule.
- H. Sample data collection and property record cards. Must use Microsystems as this is the computer software being used.

- I. The Director, Division of Taxation shall have authority to approve use of the Marshall & Swift Commercial Cost Estimator Software in the performance of this revaluation.

20. AFFIRMATIVE ACTION

In accordance with (N.J.S.A. 10:5-31 et seq., N.J.A.C 17:27) during the performance of this contract, the Revaluation Firm agrees as follows:

- A. The Revaluation Firm, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the Revaluation Firm will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not 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.
- B. The Revaluation Firm 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.
- C. The Revaluation Firm, where applicable, will in all solicitations or advertisements for employees placed on behalf of the Revaluation Firm, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.
- D. The Revaluation Firm, where applicable, will send to each labor union or representative of 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 Revaluation Firm's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Revaluation Firm, 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.
- F. The Revaluation Firm agrees to make 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 applicable county employment goals determined by the Division, pursuant to N.J.A.C.17:27-5.2.
- G. The Revaluation Firm, where applicable, 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

- H. The Revaluation Firm, where applicable, 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.
- I. In conforming with applicable employment goals, the Revaluation Firm agrees to review all procedures relating to transfer, upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal Law and Federal Court decisions.
- J. The Revaluation Firm shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purpose 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 Subchapter10 of the Administrative Code at N.J.A.C.17:27.

21. **2013 TAX LIST**

A. The **2013 Tax List District Summary** for Eastampton Township (SR3-A), upon which the contract price is based, is as follows:

<u>Property Classification</u>	<u>Number of Line Items</u>
1 Vacant Land	168
2 Residential	1,614
3A Farm (Regular)	13
3B Farm (Qualify)	33
4A Commercial	36
4B Industrial	6
4C Apartment	4
Exempts: 15A Public School	5
15B Other School	-0-
15C Public Property	104
15D Charitable	10
15F Miscellaneous	19
 TOTAL OF RATABLE PROPERTIES:	 1,874
TOTAL OF EXEMPT PROPERTIES:	<u>138</u>
 GRAND TOTAL OF ALL PROPERTIES:	 2,012

- A. Each and every additional parcel measured, inspected, diagrammed by the Revaluation Firm shall be payable at an additional fee to the Revaluation Firm, in accordance with the fee structure established in **Appendix I**.
- B. The Township Assessor shall prepare the Added/Omitted Assessment List for submission to the Burlington County Board of Taxation. The Revaluation Firm shall provide all available data for the properties that will be subject to an Added/Omitted Assessment to the Township Assessor.

22. CONTRACT APPROVAL

This contract is contingent upon approval of the Director of the Division of Taxation and the Burlington County Board of Taxation and shall not be effective until such approval is noted on the approval page provided within this Agreement.

23. CONTRACT TERMINATION

This contract shall terminate upon the completion of all work on appeals filed to either the Burlington County Board of Taxation and/or the Tax Court of the State of New Jersey through the **2015 TAX YEAR**.

24. TIME, PROGRESS, CONTROL AND PENALTIES

- A. The Revaluation Firm shall commence work immediately upon the signing of this contract by the Revaluation Firm, the Township and the Director of the Division of Taxation of the State of New Jersey. All insurance coverage and surety bonds shall also be acquired and approved prior to the commencement of any work by the Revaluation Firm.
- B. The Revaluation Firm shall conduct its work according to a written plan and schedule, which shall be approved by the Township Assessor.
- C. The Revaluation Firm's schedule shall strictly adhere to the contract deadlines which shall be made a term of this contract. The timetable to be established concurrent with the execution of this contract. (See Appendix II)
- D. The Township reserves the right to impose the following penalty for non-compliance and/or non-timely performance of the contract provisions by the Revaluation Firm. The Revaluation Firm shall be required to pay a penalty fee of \$500 (FIVE HUNDRED DOLLARS) per day beginning **JANUARY 11, 2014** if the revaluation is NOT ACCEPTED BY THE BURLINGTON COUNTY BOARD OF TAXATION for use as the new tax base for the **2014 TAX YEAR**. The Township may impose this fee solely at the discretion of the Township and Township Assessor until the project is accepted by the Burlington County Board of Taxation.
- E. If, upon completion and delivery of the revaluation to the Township Assessor, the Page Eight (8) Ratio is below 100% or above 125%, and/or the General Coefficient of Deviation is determined to be greater than 10; and/or the Stratified Coefficient of Deviation for Class 2 Residential property is determined to be greater than 10; the

Revaluation Firm shall re-examine the values previously established and either revise the values, or demonstrate the validity of the values and the reasons that the above parameters are not attainable.

25. FEE SCHEDULE

The total contract price shall be calculated upon the SR3-A line item summary provided Section 21, Paragraph A, Page 27 and in **Appendix I**. The Revaluation Firm shall be entitled to additional compensation for any and all line items that exceed the totals listed within each property classification listed in Section 21, Paragraph A. The fee schedule is attached hereto as Addendum I and shall be followed in determining the additional compensation due to the Revaluation Firm.

26. MOD IV AND CAMA DATA

It is expressly understood that all data collected and reported shall become the property of the Township. None of this data shall be used, copied, leased or sold for any other purpose without the written permission of the Township.

27. RIGHT TO REJECT PROPOSALS

The Township of Eastampton reserves the right to reject any or all proposals if it believes they are not in the best interest of The Township.

28. NEW JERSEY BUSINESS REGISTRATION ACT

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State.

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

APPENDIX I

PROPOSED FEE SCHEDULE BY REVALUATION FIRM

PROPERTY CLASS / DESCRIPTION

2013 PROPERTY TAX LIST

<u>Property Class</u>	<u>#Line Items</u>	<u>Price per Line Item</u>	<u>Total Price</u>
1 Vacant Land	168	\$ _____	\$ _____
2 Residential	1,614	\$ _____	\$ _____
3A Farm (Regular)	13	\$ _____	\$ _____
3B Farm (Qualified)	33	\$ _____	\$ _____
4A Commercial	36	\$ _____	\$ _____
4B Industrial	6	\$ _____	\$ _____
4C Apartment	4	\$ _____	\$ _____
TOTAL RATABLES:	<u>1,874</u>		\$ _____

TOTAL PRICE (written out)

Exempt Property

15A Public School	5	\$ _____	\$ _____
15B Other School	-0-	\$ _____	\$ _____
15C Public Property	104	\$ _____	\$ _____
15D Charitable	10	\$ _____	\$ _____
15F Miscellaneous	19	\$ _____	\$ _____
TOTAL EXEMPT PROP:	138		\$ _____

GRAND LINE ITEM TOTAL: 2,012 \$ _____

TOTAL PRICE (written out)

Prorated fee per line item for additional line items or new construction:

PRICE

1	Vacant Land _____	\$ _____
2	Residential _____	\$ _____
3A	Farm (Regular) _____	\$ _____
3B	Farm (Qualified) _____	\$ _____
4A	Commercial _____	\$ _____
4B	Industrial _____	\$ _____
4C	Apartment _____	\$ _____
15A	Public School _____	\$ _____
15B	Other School _____	\$ _____
15C	Public Property _____	\$ _____
15D	Charitable _____	\$ _____
15E	Cemetery _____	\$ _____
15F	Miscellaneous _____	\$ _____

Company Name

Address

Signature of Authorized Agent

Type or Print Name

Date

APPENDIX II

TIME LINE

_____,2013:

1. The Revaluation Firm and the Township will execute a contract for the revaluation of all property within the Township.
2. The contract will be submitted to the Burlington County Board of Taxation and the Director of the Division of Taxation for their review and approval.

_____,2013:

1. The Revaluation Firm shall obtain all insurance and Surety Bonds covering the requirements of this contract.
2. The Township shall provide the most recent MOD IV file to the Revaluation Firm.

_____,2013:

The Revaluation Firm shall mail notices to all property owners informing them of the revaluation and forthcoming inspections.

_____,2013:

The Revaluation Firm shall begin field inspections of all property within the Township, which shall continue uninterrupted. Monthly reports shall be submitted to the Township Assessor indicating the total number of parcels inspected during the previous month and whether or not this conforms to the original schedule.

_____,2013:

The Revaluation Firm shall have established preliminary land values throughout the Township and presented them, either by map or report, to the Township Assessor for review and approval.

_____,2013:

All field inspections shall have been completed except for those improvements still under construction, which shall be assigned a percentage of completion as of **OCTOBER 1, 2013**.

APPENDIX II - Continued

OCTOBER 1, 2013

All data relevant to the valuation process shall have been reviewed for correctness and final values established on all property within the Township.

NOVEMBER 11, 2013

All owners of real property within the Township shall be notified, by regular mail, of their new valuation. This notification shall also contain information regarding a review procedure.

DECEMBER 15, 2013

All informal reviews shall be completed on or before this date.

DECEMBER 31, 2013

1. The Revaluation Firm shall mail letters to all individuals who have requested an informal review by first class mail. The letter shall indicate the revised assessment, if warranted, or that no change was justified.
2. The Revaluation Firm shall provide a MOD IV master file to the Burlington County Board of Taxation and shall install said master file on the Township Assessor's computer.

Company Name

Address

Signature of Authorized Agent

Type or Print Name

Date

APPENDIX III

SCHEDULE OF PENALTIES

A. ***Incorrectly measured structures.***

1. Class 2 and 3A in excess of 200 sq. feet	\$25.00	per structure
2. Class 2 and 3A in excess of 350 sq. feet	\$35.00	per structure
3. Class 4A and 4B in excess of 10% of actual area	\$100.00	per structure

B. Failure to list the following items ***or*** Incorrectly included items:

3. In-ground pools	\$20.00	per line item
4. Outbuildings, detached structures	\$20.00	per line item
5. Garages, attached or detached	\$20.00	per line item
6. Finished basements	\$20.00	per line item*

C. Incomplete property record cards

1. No sketch	\$20.00	per line item
2. No cost approach calculated	\$30.00	per line item

***EXCEPTION: Where the Homeowner/Taxpayer has refused access to its property and the assessment is increased to reflect no entrance was allowed, (estimated) there shall be no penalty assessed to the Revaluation Company.**

APPENDIX IV

BACKGROUND INVESTIGATION AFFIDAVIT

I, _____, the _____ of _____
(Name of Deponent) (Position Held) (Name of Company)

Being of full age and having first been duly sworn according to law, upon my oath depose and say:

The individuals listed below have been subject of criminal background checks performed by _____ located at _____ within the past 12
(Company Name) (Address)
months and have been found to have no criminal record and no motor vehicle offenses precluding their participation in the Eastampton revaluation process in the positions of field personnel, building enumerators and field listers.

_____ Sworn and subscribed before me this ____
(Signature of Deponent) day of _____, 20__.

(Notary Public of New Jersey)

Appendix V

STOCKHOLDER DISCLOSURE STATEMENT

Date: _____

Name of Revaluation Firm: _____

Address: _____

City, State & Zip Code: _____

Signature of Agent: _____

Title of Agent: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Terms of Payment: _____

If applicable, complete the following:

In accordance with Chapter 33 of the Public Laws of 1977 and Section 31.0 of the General Instructions and Conditions, the following stockholders own ten percent (10%) or more of the stock in the corporation or ten percent (10%) or more interest in the partnership.

STOCKHOLDERS:

NAME	ADDRESS
1.	_____
2.	_____
3.	_____
4.	_____

APPENDIX VII

NON-COLLUSION AFFIDAVIT - EASTAMPTON TOWNSHIP REVALUATION

STATE OF _____

COUNTY OF _____

I, _____ of the Municipality of _____
(Individual, LLC, Corporation, Partnership)
_____ 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 proposer making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; that said proposer has not, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free, competitive proposal in connection with the above named project; and that all statements contained 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 said Proposal and in the statements contained in the Affidavit 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

_____ (N.J.S.A. 52:34-15)
(Name of Contractor)

Signature of Contractor _____

Subscribed and Sworn to _____

Before me this _____ day of _____,

(Also type or print the name of affiant under signature)

Notary Public of _____

My Commission Expires: _____.

**AFFIRMATIVE ACTION QUESTIONNAIRE
ON
PROCUREMENT AND SERVICE CONTRACTS**

Proposer shall complete this questionnaire. In the event that you or your firm is awarded this contract, the necessary forms will be sent to you; this form, with information below, **MUST** be submitted with the Proposal:

- A. Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a procurement contractor should present one of the following to the Township of Eastampton.

(A) An existing federally approved or sanctioned affirmative action program.

(B) A Certificate of Employee Information Report Approval.

(C) If the Contractor cannot present "A" or "B", the Contractor is required to submit a completed Employees Information Report (Form AA302). This form will be made available to the successful proposer by the Township of Eastampton.

The following questions must be answered by all Contractors.

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

YES _____ NO _____

(A) If yes, please submit a photostatic copy of such certificate.

14. Do you have a State Certificate of Employee Information Report approval?

YES _____ NO _____

(A) If yes, please submit a photostatic copy of such certificate.

15. Have you completed Employees Information Report (Form AA302)?

YES _____ NO _____

If yes, please submit appropriate copy of such form.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27) and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____

SIGNATURE: _____

TITLE: _____

NOTE: A Contractor's contract must be rejected as non-responsive if a contractor fails to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27).

TOWNSHIP OF Eastampton

REFERENCES

- 1. Name: _____
Address: _____

Telephone Number: _____
Contact Person: _____

- 2. Name: _____
Address: _____

Telephone Number: _____
Contact Person: _____

- 3. Name: _____
Address: _____

Telephone Number: _____
Contact Person: _____

**TOWNSHIP OF EASTAMPTON
ADDENDUM**

To the Township of Eastampton:

The proposer acknowledges receipt of the hereinafter enumerated Addenda, which have been issued during the proposal period and agrees that said Addenda shall become a part of the proposal documents. The proposer shall list below the numbers and issuing dates of the Addenda received.

Addendum Number	Date
_____	_____
_____	_____
_____	_____

Company Name

Address

_____	_____
Signature of Authorized Agent	Type or Print Name

Date