### THE CITY OF ORANGE TOWNSHIP ESSEX COUNTY NEW JERSEY

### REQUEST FOR PROPOSALS

# SPECIFICATIONS & GENERAL REQUIREMENTS

### FOR THE

# REVALUATION OF ALL REAL PROPERTY

### **SITUATED IN THE**

CITY OF ORANGE TOWNSHIP, ESSEX COUNTY, NEW JERSEY

Proposals Due: February 19th, 2021

### CITY OF ORANGE TOWNSHIP ESSEX COUNTY NEW JERSEY

### SPECIFICATIONS & GENERAL REQUIREMENTS

#### FOR THE

#### REVALUATION OF ALL REAL PROPERTY

### **GLOSSARY**

The following definitions, in addition to those set forth below in Section 3.2, shall apply to and are used in this Request for Proposals:

- "<u>Due Date</u>" refers to the date and time by which Proposals must be received by the City of Orange Township in order to be considered for award of the contract.
- "Proposal" refers to a Respondent's response to this Request for Proposals.
- "Qualified Respondent" refers to those Respondents who (in the sole judgment of the City of Orange Township) have satisfied the requirements set forth in this RFP.
- "RFP" refers to this Request for Proposals, including any amendments thereof or supplements thereto.
- "Respondent(s)" refers to the interested individuals and firms that submit Proposals.
- <u>"Successful Respondent"</u> refers to the Respondent selected by the City of Orange Township to conduct a revaluation of all real property in the Township.
- <u>"Township"</u> refers to the City of Orange Township, located in Essex County, New Jersey, as well as its officers, elected and appointed officials, employees, and advisors.

### INTENT/PURPOSE/BACKGROUND

It is the intent and purpose of these specifications to describe the type, quality, and quantity of the Revaluation of all Real Property that is desired and that shall meet the needs and demands of the City of Orange Township. 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 Respondents, uniformity in the submission of Proposals and selection of the Successful Respondent from all Qualified Respondents. 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 City of Orange Township which are intended to give Respondents 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 Revaluation 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 City of Orange Township utilizes Vital Tax Assessor's MOD IV Database. All Residential PRC's should be prepared using the same Vital CAMA program. Commercial, Industrial and Apartment properties should utilize the Marshall & Swift Computer Program and an income approach using market rents, expenses and cap rates. All proposals shall be made based on using the computer programs mentioned above.

As of January 11, 2021 the MOD IV database shows the breakdown of properties as follows:

Classification	<b>#Line Items</b>
1	304
2	4019
3A	0
3B	0
4A	555
4B	43
4C	156
15A	33
15B	5
15C	140
15D	73
15E	4
15F	213

The last revaluation of all real property in the City of Orange Township was in 2014.

The 2021 general coefficient of deviation for the City of Orange Township is 21.23%.

### PROCUREMENT PROCESS AND SCHEDULE:

### 1. Procurement Process:

The specialized services which are the subject of this RFP are exempt from public bidding but are subject to, and being procured in accordance with, the competitive contracting provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-4.1 *et seq*. The Township has structured a competitive procurement process which ensures that anyone interested in providing the services sought has an opportunity to submit a Proposal in response to this RFP.

The RFP process commences with the issuance of this RFP. The steps involved in the process and the anticipated completion dates are stated in the Anticipated Procurement Schedule. The Township reserves the right to, among other things, amend, modify, or alter the Procurement Schedule upon notice to all potential Respondents who have provided contact information to the Designated Contact Person upon receipt of this RFP.

Proposals must be received by the Qualified Purchasing Agent, via mail, overnight delivery or hand delivery, by 1:00 p.m. prevailing time on February 19<sup>th</sup> 2021. Proposals received after 1:00 p.m. on February 19<sup>th</sup>, 2021 will be returned unopened. Proposals will be opened in public at 1:00 p.m. on February 19<sup>th</sup>, 2021 at the address given below by the Qualified Purchasing Agent.

All questions and communications concerning this RFP or the RFP process shall be directed via email to the Township's Designated Contact Person, Chris Murray, Tax Assessor, at <a href="Mailto:CMurray@orangenj.gov">CMurray@orangenj.gov</a>.

### 2. <u>Submission of Proposals</u>:

Respondents must submit one (1) original and eleven (11) copies of their Proposal to:

Attn: Adrian Mapp, Q.P.A. City of Orange Township 29 North Day Street Orange, NJ 07050

To be responsive, Proposals must provide all requested information, and must be in strict conformance with the instructions set forth herein:

- (a) Proposals must be received by the Designated Contact Person no later than the Due Date, and must be mailed or hand-delivered. Proposals forwarded by facsimile or email <u>will not</u> be considered. Proposals received after the designated time on the Due Date <u>will not</u> be considered and will be returned, unopened, to the sender. The Respondent is solely responsible for delays in delivery.
- (b) Proposals, all forms, exhibits, and other related information must be stapled or bound, and signed by the Respondent. If Respondent is other than a natural person, the Proposal must be signed by an individual with power to bind the Respondent.
- (c) The name of the Respondent and the name of the Proposal for which the submission is being made must be printed on the outside of the package containing Respondent's submission. The Township will, in its sole discretion, determine whether a respondent is deemed to be a qualified Respondent.
- (d) Respondents shall complete and include with their Proposals all items set forth in the Checklist attached as Appendix A, which Checklist and the required Forms, constitute a part of this RFP.

Respondent's Proposal must meet or exceed the experiential, personnel, administrative, and financial qualifications set forth in this RFP, and shall incorporate the information requested herein. In addition to the information required as described herein below, Respondents are invited to submit supplemental information that may be useful to the Township in evaluating the Proposal. This information may include, for example, a firm profile or brochure. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

### 3. Procurement Schedule:

(a) Issuance of Request for Proposals: January 28th, 2021

(b) Deadline for Respondents to Submit Written Questions: February 12<sup>th</sup>, 2021

(c) Due Date for Receipt of Proposals: February 19<sup>th</sup>, 2021

### 4. Award of Contract:

Proposals will be reviewed for compliance with the terms and conditions of the RFP. Any Proposals not responsive to the RFP will be rejected. A contract will be awarded pursuant to N.J.S.A. 40A:11-4.1 *et seq.* and N.J.A.C. 5:34-4.1 *et seq.* (Competitive Contracting components of the Local Public Contract Law and Regulations).

Any contract award to be made in connection with this RFP will be done so only by Resolution of the city council of the City of Orange Township within sixty (60) days of the receipt of Proposals, except that the Proposals of any Respondents who consent thereto, may, at the request of the Township, be held for consideration for such longer period as may be agreed to by the Respondents.

### **GENERAL REQUIREMENTS:**

### 1. <u>Program Definitions</u>:

The Successful Respondent agrees to prepare and execute a complete program for revaluation of all properties within the confines of the City of Orange Township as illustrated on the Property Classification Schedule attached as **Appendix B** of this RFP for use of the assessor in accordance with this RFP and the associated contract documents, all of which are annexed hereto and which form a part of this RFP to be completed on or before December 1, 2021. The Successful Respondent shall comply with the standards and conditions as promulgated by the Division of Taxation. The Successful Respondent acts as the agent of the assessor and all determinations made by the Successful Respondent shall be submitted to, and approved by, the assessor.

### 2. <u>Scope of Services</u>:

The Successful Respondent 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 City of Orange at its fair market value according to N.J.S.A. 54:4-1 et seq.

The Successful Respondent agrees to appraise all properties using the three approaches to value (Sales Comparison, Cost & Income) where applicable and to use acceptable methods, forms, and manuals authorized by the New Jersey Division of Taxation. The revaluation project shall be computer generated in accordance with the specifications outlined under Section 20 of this agreement and so stated elsewhere.

The Successful Respondent shall send out Further Statements under the township's letterhead and Tax Assessor's signature to all Exempt Properties (Class 15B, 15D, & 15F) getting an exemption of real estate taxes. The Successful Respondent shall request the Further Statement information by certified mail, return receipt requested and said mailing costs for these statements shall be at the Successful Respondent's expense and included as part of their bid amount. The Successful Respondent shall also prepare a separate list of tax-exempt properties indicating the full value of such property utilizing the three approaches to value and a sketch of the improvements as if taxable.

The Successful Respondent shall value lands qualified under the Farmland Assessment Act of 1964 in accordance with its applicable farm-qualified value as well as its value according to its highest and best use if not a qualified farmland considering such property class to exist in said municipality. A minimum set of exhibits shall be required as specified herein.

The Successful Respondent will acquaint the Tax Assessor and staff, if any, in the use of procedures, standards and records used for making property appraisal in order that the assessing office will be in a position to check the work as it progresses, and apply the same to new or altered properties in subsequent assessments.

Work shall be required to commence within thirty (30) days of the effective date of awarding the contract which is subject to Division of Taxation Approval and funding.

### 3. Price:

The City of Orange Township agrees to pay the Successful Respondent according to pricing submitted in its proposal.

### 4. <u>Contract Contingencies</u>:

Any contract awarded pursuant to this procurement is contingent upon approval by the Director of the Division of Taxation.

The Successful Respondent shall not have the authority to vary, alter, amend, or change Any contract awarded pursuant to this procurement, or any part thereof, without the written consent of the assessor, the City of Orange Township, the Essex County Board of Taxation, the Director of the Division of Taxation, and the surety firm.

The Successful Respondent shall ensure that the Essex County Board of Taxation and the Director of the Division of Taxation accept the revaluation.

### 5. Conflict of Interest:

No commissioner or employee of the Essex County Board of Taxation and no official or employee of the City of Orange Township shall have any interest whatsoever, directly or indirectly, as an officer, stockholder, or employee or in any other capacity of the Successful Respondent.

The Successful Respondent 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 revaluation completed by the firm for a period of three years from the date of the contract.

### 6. <u>Firm Qualifications & Litigation History:</u>

The Successful Respondent 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 Respondent shall include with its Proposal:

- (a) A list of municipalities where Respondent completed a revaluation or reassessment in the last five (5) years. The list should clearly distinguish between revaluation and reassessment programs and indicate the size of the municipality.
- (b) A description of Respondent's current workload.
- (c) A description of the type, nature, and extent of Respondent's quality control and assurance programs.
- (d) A complete list including a description of any current, ongoing, previous threatened litigation or dispute the Respondent is experiencing or has experienced within the last five (5) years arising out of a contract to perform a revaluation or reassessment. The results of any litigation or dispute shall also be described and attached to the Respondent's Proposal.

### 7. Firm Personnel:

Principals of the Successful Respondent shall have at least ten years of practical and extensive appraisal experience in the valuation of the four classifications of property.

Supervisors of the Successful Respondent 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.

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 revaluation project prior to starting any necessary fieldwork.

The Respondent 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.

The Respondent shall include with its Proposal:

- (a) The number of Certified Tax Assessors (CTA's) on staff.
- (b) The number of Certified General Real Estate Appraisers (SCGREA) on staff.
- (c) The number of Certified Residential Real Estate Appraisers (SCRREA) on staff.
- (d) The qualifications of Respondent's staff and supervisor(s) (attach resumes).
- (e) A list of apartments, hotels, marinas, mobile home parks, motels, nursing homes, offices, and shopping centers appraised by Respondent during the last three (3) years.

### 8. Submission of Work:

Routinely, throughout this project, as data is collected and verified by the Successful Respondent's supervisor, the firm shall enter the data into the Township's computer system (Vital Mod-IV, Vital CAMA & Imaging Systems) and then submit a hard copy of the computerized data to the assessor for his/her review including the digital photos of said properties. Any cost relative to the provisions is the exclusive expense of the firm.

### 9. Program Progress Reports:

The Successful Respondent 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 the Essex County board of Taxation on or before the 25th day of each month in accordance with the New Jersey Administrative Code.

### 10. Payment Schedule:

The Successful Respondent shall prepare a breakdown of functions to be carried out during this revaluation 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 any contract awarded pursuant to this procurement, 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 any contract awarded pursuant to this procurement. Billings properly filed and approved shall be processed and payment mailed to the firm if found to be in order and approved.

The revaluation 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 Successful Respondent under any contract awarded pursuant to this procurement 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.

### 11. <u>Liquidated Damages</u>:

In the event the revaluation project is not completed by December 1, 2021, liquidated damages shall be five hundred dollars (\$500.00) for each calendar day beyond December 1, 2021. The Assessment of liquidated damages shall be in sole discretion of the mayor or his designee. The decision to assess liquidated damages and the liquidated damages amount are not appealable to a court or tribunal

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 Essex County Board of Taxation during this revaluation project and the "Proof Book" is ready to be printed.

The Successful Respondent 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.

### 12. <u>Insurance, Indemnification and Bonding:</u>

Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in force during the life of the revaluation contract with the Successful Respondent and/or until the Successful Respondent has been discharged of all obligations respecting the defense of any contract awarded pursuant to this procurement, covering all employees engaged in the performance of any contract awarded pursuant to this procurement. 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 \$3,000,000.

### General Liability Insurance (Including Products and Completed Operations)

This insurance shall have limits of not less than \$3,000,000 any one person and \$3,000,000 any one accident for bodily injury and \$3,000,000 aggregate for property damage, and shall be maintained in force during the life of the revaluation contract and/or until the Successful Respondent has been discharged of all obligations respecting the defense of any contract awarded pursuant to this procurement. The City of Orange 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 \$3,000,000 for each claim and \$3,000,000 aggregate each policy period.

#### Automobile Insurance

Limits shall be a minimum of \$3,000,000 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 City of Orange Township as an additional insured.

### Indemnification

The Successful Respondent shall indemnify and hold harmless the Township from any lawsuit, litigation, demand, or claim arising out of the revaluation 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 revaluation contract, which fees shall be covered by the firm.

#### **Bonding**

A performance surety bond equal to the amount of the revaluation 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 Successful Respondent has discharged all obligations respecting the defense of any contract awarded pursuant to this procurement. Said surety bond shall be subject to full cancellation upon completion of all appeals before the Essex 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 City of Orange Township and the Division of Taxation prior to the commencement of any work under this proposed contract.

### 13. <u>Computer Requirements</u>:

The revaluation of all properties <u>must be</u> 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 I 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 Successful Respondent.

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 Successful Respondent 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.

### 14. Special Reports:

At the request of the assessor, the Successful Respondent 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-revaluation values to new proposed values and the percent of change.

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

### 15. 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, multi-family homes, decks, patios, porches and garages. The schedules shall show prices for various sizes as well as types and grades of construction.

The Successful Respondent shall collect and analyze all fair market sales that occurred during the three years prior to the revaluation date in order to develop the market data approach. The Successful Respondent 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.

### 16. <u>Commercial, Industrial and Apartment Valuations</u>:

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 Successful Respondent shall use the Marshall/Swift Computer Program as required by the municipality.

The Successful Respondent shall collect and analyze all fair market sales that occurred during the three years prior to the revaluation date to develop the market approach to value. The Successful Respondent 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 Successful Respondent 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 Successful Respondent's expense and included in the revaluation bid price.

The Successful Respondent shall analyze the local market place to derive economic rates, rentals, and expenses in order to arrive at a supportable indication of value. The Successful Respondent 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 Successful Respondent 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 as approved by the assessor.

### 17. Added Assessments:

The Successful Respondent shall be responsible for valuation of all new construction, additions and alterations up to and including October 1, 2021. 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 Successful Respondent shall consult with the assessor to determine the procedure in order that the valuation is appropriate.

The Successful Respondent 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 Successful Respondent shall be responsible for inputting said data into the Mod-IV tax record system in a timely manner as prescribed by the Essex County Board of Taxation.

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

### 18. Land and Sales Mapping:

During the course of this project, the Successful Respondent 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 Successful Respondent. 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, 2019 and the completion date of any contract awarded pursuant to this procurement 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.

### 19. Confidential Nature of Project:

Disclosure of appraisal information to any individual, firm, or corporation, other than the Tax Assessor, the Essex 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.

### 20. <u>Public Relations</u>:

During the progress of this project, the Successful Respondent and its employees will endeavor to promote understanding and amicable relations with taxpayers and the general public. The Successful Respondent and the

City of Orange Township will endeavor to orient and educate all interested persons as to the revaluation project through newspaper articles, public service announcements via radio and/or television, press conferences, public information mailings and meetings, and other publicity. Any informational materials shall be presented to the Tax Assessor for review prior to release.

The Successful Respondent shall arrange speaking appearances at meetings for homeowners, community groups and business groups and the Successful Respondent shall furnish qualified speakers in order that the purposes, methods and procedures of this revaluation program can be explained to as many interested persons as possible. Meetings with homeowner and community groups should be scheduled prior to the commencement of field inspections within the group's sector of the City of Orange Township where possible and/or requested. The necessity and number of meetings will be determined at the City of Orange Township's discretion for the purposes of this revaluation project.

The employees of the City of Orange Township and the Successful Respondent shall work together to maintain the full cooperation of all taxpayers by treating each inquiry with courtesy and supplying all possible necessary information within statutory requirements and limits to every interested taxpayer; however, each field appraiser/field inspector shall be instructed to refrain from discussing with the property owner, tenant, or occupant the possibility of any increase or decrease in the valuation of the real property and/or buildings, since any information is preliminary in nature at this point in time. This restriction will be strictly adhered to and any violation will be just cause for the Tax Assessor to request that the employee be removed from work on this project.

The Respondent shall include with its Proposal:

- (a) A description of the nature and extent of Respondent's public relations program (including samples of prereval, ongoing, and post-reval materials).
- (b) A description of the nature and extent of Respondent's informal taxpayer's hearing process.

### 21. Conditions Applicable to RFP:

Upon submitting a Proposal in response to this RFP, the Respondent acknowledges and consents to the following conditions:

- (a) All costs incurred by the Respondent in connection with responding to this RFP shall be borne solely by the Respondent. There shall be no claims whatsoever against the City of Orange Township, its officers, employees, or agents, for reimbursement or payment of costs or expenses incurred in the preparation of the Proposal or other information required by the RFP.
- (b) The City of Orange Township reserves the right to reject for any reason any and all responses and components thereof.
- (c) The City of Orange Township reserves the right to reject any Respondent that submits incomplete responses to this RFP, or a Proposal that is not responsive to the requirements of this RFP.
- (d) The City of Orange Township reserves the right, without prior notice, to supplement, amend, or modify this RFP, or to request additional information.
- (e) All Proposals shall become the property of the City of Orange Township and will not be returned.
- (f) All Proposals will be made available to the public at the appropriate time, as determined by the City of Orange Township in accordance with law.
- (g) Any Proposals not timely received by the City of Orange Township will be rejected.

(h) The City of Orange Township shall not be liable for any claims or damages alleged to have been incurred as a result of this RFP process, including the Township's review of Proposals and its award of contracts.

### 22. Responsibilities of the Township to the Successful Respondent:

The City of Orange Township shall furnish the Successful Respondent the following:

- (a) Three (3) large and three (3) small copies of the up-to-date tax map approved by the Director of the Division of Taxation or his designate indicating the real estate assessment numbering system.
- (b) A copy of the MOD IV tape of current property records for all properties currently listed upon the tax records of the City of Orange Township. This tape shall include the block, lot, additional lots, owner's name and address, property location, property classification, if needed.
- (c) Access to any SR1A records required by the Successful Respondent.
- (d) Access to the abstracts of deed on file within the assessor's office as needed.
- (e) Access to zoning approvals and building permits as received during the project.
- (f) Letters of Introduction to facilitate the Successful Respondent's access to properties for inspection and data collection purposes.
- (g) Any other data that may be secured from the City of Orange Township subject to the approval of the Tax Assessor to assist the Successful Respondent to determine the full fair value of the realty to be valued.

### 23. Additional Information.

Upon the completion of the revaluation project the Successful Respondent shall return all documents, records, maps and any photographs acquired back to the City of Orange Township. The Successful Respondent shall sign an affidavit attesting to same.

Access to the Township's current or previous property record cards will be limited to obtaining the year built for improved properties. Other than that, the Township's current or previous property record cards will not be permitted or made available to the Successful Respondent or its representatives for review, consideration or consultation in any manner or under any circumstance during the revaluation of the Township.

### 24. Rights of the Township:

The City of Orange Township reserves the following rights with regard to this RFP and the procurement process in accordance with the provisions of applicable law:

- (a) To determine that any Proposal received complies or fails to comply with the terms of this RFP.
- (b) To supplement, amend or otherwise modify the RFP through issuance of addenda to all prospective Respondents who have received a copy of this RFP.
- (c) To waive any technical non-conformance with the terms of this RFP.
- (d) To change or alter the schedule for any events called for in this RFP upon the issuance of notice to all prospective Respondents who have received a copy of this RFP.

- (e) To conduct investigations of any or all of the Respondents, as the City of Orange Township deems necessary or convenient, to clarify the information provided as part of a Proposal, and/or to request additional information to support the information included in any Proposal.
- (f) To suspend or terminate the procurement process described in this RFP at any time, commence a new procurement process, or exercise any other rights provided under applicable law without any obligation to the Respondents.

The City of Orange Township shall be under no obligation to complete all or any portion of the procurement process described in this RFP.

### 25. Written Inquiries, Addenda, Amendments to RFP:

All questions and inquiries must be submitted in writing to the Tax Assessor's email at <a href="Months:CMurray@Orangenj.gov">CMurray@Orangenj.gov</a>, and must be received no later than 5:00 PM February 12th, 2021.

After the issuance of this RFP, but no later than three (3) business days prior to the Due Date, the Township may issue addenda, amendments or answers to written inquiries. Respondents will be timely notified of any such addenda, amendments or answers to written inquiries with respect to the RFP. All such addenda, amendments or answers to written inquiries will constitute a part of the RFP. All responses to the RFP shall be prepared with full consideration of any addenda, amendments or answers to written inquiries that may be issued.

### 26. <u>Property Inspection</u>:

Prior to beginning field inspections, all field personnel will be required to meet with the tax assessor to go over the specific data and value elements which are to be collected.

The assessor's office will schedule two (2) meetings at mutually agreeable times for this purpose. Attendance by all personnel doing field inspections in the revaluation shall be mandatory at one of the meetings.

Prior to the commencement of field inspections, a schedule will be set up for the entire town which outlines the plan for inspections. This will be done jointly by the Successful Respondent and the tax assessor and will include neighborhood and personnel assignments.

Note: The purpose of this requirement is to permit the tax assessor to have an overview of the progression of the inspections.

Prior to the commencement of field inspections, public notice will be given of the schedule. This notice will be made through City of Orange Township newspapers and through informational bulletins placed in Town Hall. The publicly posted schedule for inspections shall set forth the proposed time table and locations for inspections throughout City of Orange Township.

Prior to the commencement of field inspections, notice of initial inspection shall be mailed to individual property owners, by neighborhood or other systematic method, advising owners that field enumerators will be in their neighborhood at given dates. Generally, initial inspections will be attempted within two weeks of this notice.

Any contract awarded pursuant to this procurement requires the inspection and verification of 100% of the exteriors and no less than 90% of the interiors of all properties within the City of Orange Township. A careful inspection of each parcel shall be made after 9:00 AM but before 7:00 PM on any day, Monday through Saturday.

All structures are to be measured with a measuring tape. No measuring stick will be permitted. Measuring wheels will be permitted for site work only.

At the time of the property inspection, if an owner/occupant is not available, a calling card shall be left in a conspicuous place (NOT IN ANY MAILBOX) indicating the date and time of a second inspection. This card shall include a contact telephone number should the owner/occupant desire to make other inspection arrangements. The type and design of said card is subject to the assessor's approval. The date and time of a second inspection shall be substantially different from that of the original inspection (Not same day, etc.)

If the owner/occupant is not available at the time of the second inspection, a second calling card shall be left in a conspicuous place indicating that the field inspector has attempted two visits and request the owner/occupant to either return the card or telephone a given number to arrange for an interior inspection. This card shall include information advising that the assessment data will be estimated as required unless an interior inspection is arranged. The exact language shall be reviewed and approved by the Tax Assessor prior to release.

In cases where no entry is possible after three (3) attempts or an owner/occupant refuses to either set an appropriate appointment or allow entry to the premises, the Successful Respondent shall make reasonable estimates of that property listing using professional appraisal methods and data available through the City of Orange Township records. In no event shall a card be left requesting the owner/occupant to fill in information. The Successful Respondent shall notify the Tax Assessor in writing of these refusal and estimations on a monthly basis. Upon the completion of the inspection phase of the revaluation project the Successful Respondent shall provide the assessor with a separate listing of all properties in block and lot order where estimates were prepared. Additionally, the percentage of successful interior inspections completed by the Successful Respondent shall be provided to the assessor in accordance with Any contract awarded pursuant to this procurement.

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

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.

Each property data field inspector shall record the name or code of the person making the inspection and the date of the inspection as well as the signature of the occupant verifying that an interior inspection has been conducted. The signature of the party present at the time of inspection shall be requested and signed on the notice calling card.

The data collection worksheets will be returned by the field staff after which they shall be reviewed for accuracy and encoded into the computer data system.

A hard copy of field work shall be forwarded biweekly to the Tax Assessor's Office after encoding and a preliminary calculation so that it can be progressively reviewed by the Assessor. Upon completion of a review by the Tax Assessor, should discrepancies appear in the Successful Respondent's listings, the Successful Respondent shall make the necessary corrections at its own expense.

The format of the property record data collection card shall be as indicated on the City of Orange Township's computer system.

The Tax Assessor, his/her designate or a representative of the Essex County Board of Taxation may make random spot checks throughout the City of Orange Township to verify that inspections are being conducted in the appropriate manner.

The Tax Assessor, his/her designate or a representative of the Essex County Board of Taxation may accompany the Successful Respondent's employees at any time during field inspections.

Properties which may be altered by building permits subsequent to field review but prior to October 1, 2020 shall require an audit trail and shall be field reviewed by the Successful Respondent prior to finalization of value.

A final (100%) drive-by visual field inspection is required and review of all land and buildings be made upon completion of field and office computations by experienced (Supervisor) personnel from the Successful Respondent to ensure accuracy of all data recorded on a hard copy of the computer data files. The purpose of this review will be to account for and adjust for factors which may have a direct bearing on the market value of properties as well as to ensure a property's equitable relationship to surrounding properties. This review shall be accomplished by a supervisor level employee of the Successful Respondent.

### 27. Property Owner Notification and Review:

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

### 28. Records and Computations to Become Property of the Township:

Upon conclusion of all review and acceptable revisions, the Successful Respondent 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 Successful Respondent 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 assessor and staff with regard to all materials submitted in all phases of the project. 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 Successful Respondent pertaining to any appraisal of property in the City of Orange Township, if not previously requested and received. These records shall include, but not necessarily be limited to:

- (a) Written statements to the public or group concerning the nature of the project.
- (b) Any letter or memoranda to individuals or groups explaining methods used in the appraisal of property.
- (c) Sales data collected for use in the appraisal process including comparable sales studies, sales ratio studies, sales map, and the sales book.
- (d) Land valuation data including the land value map.
- (e) Data relative to the determination of cost conversion factors and depreciation schedules.
- (f) Data relative to rental schedule, operating statements of income properties, and capitalization rate studies.
- (g) Data relative to general, stratified, segmented and weighted coefficient of deviation studies.
- (h) Data processing information pertaining to the format of the computer systems used in the project.
- (i) Pictures of properties as required by Any contract awarded pursuant to this procurement.
- (j) 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.
- (k) Any other records pertaining to the revaluation program.

### 29. Defense of Values:

The Successful Respondent shall assist the assessor and the City of Orange Township to defend all appeals filed against the municipality. Assistance includes providing qualified expert witness(es) from the Successful Respondent who are knowledgeable with the properties that are appealed, as well as the comparable used.

The Successful Respondent shall provide assistance to the municipality for all Essex 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 two subsequent years at no additional cost.

The Successful Respondent may also provide assistance to the municipality for all State Tax Court appeals filed directly or from the County Board action, 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). Schedule of fees to be provided by applicant.

The witness shall consult with the assessor and municipal attorney in advance of the hearing to prepare for the hearing at no additional cost.

### 30. Additional Statutory and Regulatory Compliance:

- (a) Each Respondent shall attach Appendix M (Equal Employment Opportunity Language) and Appendix N (Americans With Disabilities Act Language) to its Proposal, and by doing so, each Respondent certifies and guarantees commitment to comply with the affirmative action/equal employment opportunity requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq., and Title 11 of the Americans With Disabilities Act of 1990 (42 U.S.C. 12101 et seq.). After notification of award but prior to execution of a contract, a Respondent shall submit one of the following forms demonstrating further compliance with the Equal Employment Opportunity obligations set forth on Appendix M:
  - (i) Letter of Federal Affirmative Action Plan Approval;
  - (ii) Certificate of Employee Information Report; or
  - (iii) Employee Information Report Form AA302.
- (b) Business entities are also advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at <a href="https://www.elec.state.nj.us">www.elec.state.nj.us</a>.
- (c) Under P.L. 2004, c. 57, all business organizations that do business with a local contracting agency (i.e., Township) are required to be registered with the State of New Jersey. All Respondents must submit a copy of their Business Registration Certificate with their proposal. Failure to submit proof of registration is considered a mandatory rejection of their proposal.

### 31. Methodology to Evaluate and Rank Proposals

The Township shall award the contract based on an evaluation and ranking which shall include technical, management and cost related criteria.

The following shall be used as criteria for the evaluating proposals under the Competitive Contracting process:

### 1. Technical Criteria:

- (a) Proposed methodology:
  - 1) Demonstration of a clear understanding of the scope of work and related objectives.
  - 2) Completeness & responsiveness to specifications and general requirements.
  - 3) Documentation of past performance of Respondent's proposed methodology.
  - 4) Use of innovative technology and techniques.

#### (b) Public Relations:

- 1) The description, nature and extent of a vendor's public relations program pre-reval, ongoing and post-reval. Include sample(s) of work.
- 2) The description, nature and extent of a Respondent's informal taxpayer's hearing process.

### 2. Management Criteria:

- (a) Project Management Plan:
  - 1) Scheduling time-line.
  - 2) Project management plan of work.
  - 3) Revaluation status report compliance.
  - 4) Description and type of quality control and assurance programs for the accurate collection of field data.
- (b) History and experience in performing the work:
  - 1) The ability to demonstrate a successful record of accomplishment of service as evidenced by on time, on budget, and contract compliance performance.
  - 2) Present & past litigation, threatened litigation, and alternate dispute resolution experience because of being contracted to perform a reassessment or revaluation. The demonstrated ability of having successfully completed a recent reassessment project(s) with similar valuation characteristics, traits and demographics to that of the Township.
- (c) Availability of personnel, facilities, equipment and other resources:
  - 1) The ability to demonstrate the capacity to successfully complete the revaluation of the Township on time for the 2021 tax year.
  - 2) Respondent's current workload.
  - 3) The availability of existing qualified, trained & competent in-house field personnel currently available to start the Township's Revaluation.
  - 4) The amount of actual documented experience utilizing the CAMA & Imaging software.
  - 5) The number of Certified Tax Assessors (CTA's) on staff.
  - 6) The number of Certified General Real Estate Appraisers (SCGREA) on staff.
  - 7) The number of Certified Residential Real Estate Appraisers (SCRREA) on staff.
  - 8) Qualifications of staff.

#### 3. Cost Criteria:

- (a) Cost of services to be provided to be performed:
  - 1) Relative cost: How does the cost compare to other similarly scored proposals.
  - 2) Full explanation: Is the price and its component charges, fees, etc. adequately explained or documented.
- (b) Assurances of performance:
  - 1) Are the suitable bonds, warranties, or guarantees provided?
  - 2) The type, nature, and extent of quality control and assurance programs.

(c)	The Respondent's financial stability and strength:
(d)	The ability of the Respondent to demonstrate sufficient financial resources to meet its obligations.

# PROPOSAL PAGE

Base Bid Price for Township-wide Revo	aluation program as of November 1, 2021 for tax year 2022:
	\$
Twelve (12) copies of the proposal mus	at be submitted no later than: 1:00 p.m February 19 <sup>th</sup> , 2021

# APPENDIX A CHECKLIST OF DOCUMENTS REQUIRED TO BE SUBMITTED WITH PROPOSAL

### Check if Provided

	rı	ovided
1	Base Bid Price (Proposal Page)	
2	Schedule of Line-Item Fees (Appendix C)	
3	This Checklist of documents required to be submitted with proposal (Appendix A)	
4	All documents and information required by Section 6 – Firm Qualifications & Litigation History	
5	All documents and information required by Section 7 – Firm Personnel	
6	All documents and information required by Section 20 – Public Relations	
7	Name (list) of supervisor(s) in charge of the entire project (Appendix D)	
8	Background Investigation Release (Appendix E)	
9	Insurance Requirements and Acknowledgement Form (Appendix L)	
10	Acknowledgement of Mandatory Equal Employment Opportunity Language (Appendix M)	
11	Americans with Disabilities Act of 1990 Equal Opportunity for Individuals with Disability (Appendix N)	
12	Non-Collusion Affidavit (Appendix O)	
13	Statement of Ownership Disclosure (Appendix P)	
14	Professional Service Entity Information Form (Appendix Q)	
15	Consent of Surety Form (Appendix R)	
16	Qualifications Submission Form (Appendix S)	
17	Business Entity Disclosure Certification for Fair and Open Contracts (Appendix T)	

# Please circle

18	Have there been any judgments within the last three years in which Respondent has been	YES
	adjudicated liable for professional malpractice? If any, please provide the docket numbers.	
	(Please circle)	NO
19	Has the Respondent or its firm now or has ever been involved in any bankruptcy or re-	YES
	organization proceedings in the last ten years? If so, please provide the docket numbers.	
	(Please Circle)	NO

### DOCUMENTS REQUIRED PRIOR TO CONTRACT EXECUTION

(These documents may be submitted with Proposal at Respondent's Option)

Check if Provided

20	A list of principals and supervisors, including years of experience, and a list of	
	apartments, hotels, marinas, mobile home parks, motels, nursing homes, offices, and	
	shopping centers appraised during the last three years (Section 7 – Firm Personnel)	
21	A schedule of all project work, including projected dates of completion (Section 9 –	
	Program Progress Reports)	
22	A breakdown of functions to be carried out during revaluation, including a dollar value	
	for each function (Appendix H & Section 10 – Payment Schedule)	
23	Certificate of Insurance for the policies required by Section 12 – Insurance,	
	Indemnification and Bonding, naming the City of Orange Township as additional insured	
24	Letter of Federal Affirmative Action Plan Approval OR Certificate of Employee	
	Information Report OR Employee Information Report Form AA302 (available at	
	www.state.nj.us/treasure/contract_compliance)	

Signature: The undersigned Respondent hereby acknowledges that he/she has submitted the required documents with the Proposal, and will submit the remaining required documents prior to execution of a contract with the City of Orange Township, if the same are not also submitted with the Proposal.

Name of Respondent:		
Print Name and Title:		
Signature:	Date:	

### APPENDIX B

### **CITY OF ORANGE TOWNSHIP**

### PROPERTY CLASSIFICATION SUMMARY

AS OF: January 11, 2021

PROPERTY CLASSIFICATION	NUMBER OF LINE ITEMS
VACANT LAND (Class 1)	304
RESIDENTIAL (Class 2)	4,019
FARM QUALIFIED (Class 3A)	0
FARM REGULAR (Class 3B)	0
COMMERCIAL (Class 4A)	555
INDUSTRIAL (Class 4B)	43
APARTMENTS/MULTIFAMILY (Class 4C)	156
EXEMPT PUBLIC SCHOOL (Class 15A)	33
EXEMPT OTHER SCHOOL (Class 15B)	5
EXEMPT PUBLIC PROPERTY Class 15C)	140
EXEMPT CHARITABLE (Class 15D)	73
EXEMPT CEMETERIES (Class 15E)	4
EXEMPT MISC. (Class 15F)	213

NOTE: THE BID PRICE SHALL BE BASED UPON THE ABOVE LINE-ITEM COUNT, THE CONSOLIDATION OF ANY LINE ITEMS REQUIRED BY THE ASSESSOR WILL NOT BE USED TO ADJUST SAID BID PRICE.

### APPENDIX C

# CITY OF ORANGE TOWNSHIP

# REASSESSMENT PROJECT

# SCHEDULE OF LINE-ITEM FEES

VACANT LAND	\$ PER PARCEL
RESIDENTIAL (4 FAMILY OR LESS)	\$ PER PARCEL
FARM QUALIFIED	\$ PER PARCEL
FARM REGULAR	\$ PER PARCEL
COMMERCIAL	\$ PER PARCEL
INDUSTRIAL	\$ PER PARCEL
APARTMENTS	\$ PER PARCEL
EXEMPT PUBLIC SCHOOL	\$ PER PARCEL
EXEMPT OTHER SCHOOL	\$ PER PARCEL
EXEMPT PUBLIC PROPERTY	\$ PER PARCEL
EXEMPT CHARITABLE	\$ PER PARCEL
EXEMPT CEMETERIES	\$ PER PARCEL
EXEMPT MISC.	\$ PER PARCEL

# APPENDIX D

LIST OF SUPERVISOR(S) TO BE RESPONSIBLE (IN CHARGE) OF ENTIRE PROJECT

### **APPENDIX E**

### BACKGROUND INVESTIGATION RELEASE

### CITY OF ORANGE TOWNSHIP POLICE DEPARTMENT CONSENT FORM

The undersigned hereby authorizes the City of Orange Township or any of their agents, representatives, or employees to obtain information concerning my personal background, including my driving record or any criminal record I may have, whether by utilizing the resources of the Federal and State governments (including but not limited to the NCIC and SCIC computer networks) or any other investigative sources.

DRIVER LICENSE NUMBER	DATE:	
SIGNATURE	DATE	
WITNESS		

# APPENDIX F

# CONTAINING: REVALUATION COMPLIANCE REPORT CITY OF ORANGE TOWNSHIP

### APPENDIX G

CONTAINING: COMPLETED REVALUATION PROGRAM EVALUATION REPORT PAGES  $1-3\,$ 

# APPENDIX H CITY OF ORANGE TOWNSHIP BREAKDOWN OF MAJOR TASKS OF REVALUATION PROJECT

# FURTHER BREAKDOWN OF PAYMENT SCHEDULES

<u>PROJI</u>	ECT TASK	TASK PERCENTAGE OF PROJECT (ROUNDED)		ALL AR <u>VALU</u>				
1.	PLANNING &	z ORGANIZATION %			\$	\$	/MO	
2.	DATA COLLI	ECTION						
	INDU: EXEM	TIAL LAND/COMMERCIA STRIAL/APARTMENT IPT PROPERTIES I PROPERTIES %		%			/LINE /LINE	
3.	A. RESIDENT B. VACANT INDU EXEM	VALUATION TIAL LAND/COMMERCIA STRIAL/APARTMENT IPT PROPERTIES I PROPERTIES %		%			/VCS /VCS	
4.	INDU: EXEM			%			/VCS /VCS	
5.	TAXPAYER I	HEARINGS	%					
6.	PROJECT FIN	VALIZATION %		0/				
7.	RETAINAGE			% % *		Þ		
NOTE *	ITEMS 1 THR CONTRACT I ITEM 1 BASE SUCCEEI ITEM 2 BASE TO THE CON	ED UPON FIRST MONT DING MONTHLY PAYED ED UPON PROPERTY (	THLY PA MENTS CLASSIF	AYMEN OF \$ FICATIO	IT OF \$  ON SUN			AND

# APPENDIX I

# SUMMARY SHEET QUALITY ASSURANCE WORKSHEET

VCS IDENTIFICATION:	DISTRICT:	
	RANDOM SAMPLE:RANDOM SAMPLE:	
Ν	NUMBER OF DISCREPANCIES	
ELEMENTS	FOUND IN VCS	REMARKS
1. BUILDING SKETCH		
2. STORY HEIGHT		
3. BASEMENT / CRAWL / SLAB		
4. EXTERIOR DESCRIPTION		
5. PORCHES ETC.		
6. BATHS		
7. HEATING		
8. A/C		
9. OTHER		
10. LOT CALCULATION		
12. CONSISTENCY		
TOTAL		
CONCLUSION		
VCS: ACCEPTED		
VCS: REJECTED TO	BE REVIEWED	-
SUPERVISOR / REVIEWER	DATE	
	DATE SIGNATURE	

# APPENDIX J QUALITY ASSURANCE WORKSHEET

BLOCK:	LOT:		DISTR	ICT:	
I		EXTER			
BUILDING		BASEMENT	EXTERIOR	PORCHES/DECKS TOTAL	
REJECT	REJECT	REJECT	REJECT	REJECT	
ı		INTER	IOR		
	HEATING			OTHER	
			Y  TOTAL = > 5		
		LOT CALCU	JLATION		
FORMULA/ET	CONSISTI	ENCE TOTA	AL		
REMARKS:					
REVIEWED TH SHEETS REVIE	AT ARE FOUND T WED AND FOUN	O HAVE DISCR D TO HAVE NO	EPANCIES. THO DISCREPANCIE	ELD CALCULATION SHE OSE FIELD CALCULATION S ARE TO BE IDENTIFIED Y SHEET IS TO BE	1
SUPERVISOR/R	REVIEWER			DATE	

= AUTOMATIC REJECT

### APPENDIX K

# MONTHLY BILLING SUMMARY CITY OF ORANGE TOWNSHIP

Total Contract Amount \$	_
Completion Date -	_

MONTH OF BILL NUMBER		1	<u>.                                    </u>
PROJECT ELEMENT	COMPLETE	SUBTOTAL	TOTAL
1. PLANNING AND ORGANIZATION			
(SCHEDULE E TOTAL AMOUNT \$)	%		
A DATE GOLLECTION			
2. DATA COLLECTION			
A. RESIDENTIAL (SCHEDULE E TOTAL AMOUNT #)			
1. MEASURES AT \$	%		
2. LISTED AT \$	%		
2. DISTED AT \$ AT \$			
3. DΜΠΕΙΝΙΚΙ ΜΙ ψ			
B. COMMERCIAL/INCOME/EXEMPT			
(SCHEDULE E TOTAL AMOUNT #)	%		
1. MEASURES AT \$	%		
2. LISTED AT \$	%		
3. DATA ENTRY AT \$	%		
C.VACANT PARCELS			
1. MEASURES AT \$	%		
2. LISTED AT \$	%		
3. DATA ENTRY AT \$			
3. 2.1111 2.(1111 <u></u> 111			
D.FARM PROPERTIES			
D.FARM PROPERTIES  1. MEASURES AT \$  2. LISTED AT \$  3. DATA ENTRY	%		
2. LISTED AT \$	%		
3. DATA ENTRY AT \$	%		
3.ANALYSIS & VALUATION			
A. RESIDENTIAL			
(SCHEDULE E TOTAL AMOUNT #)			
1.DATA ACCEPTANCE AT \$	%		
2.INITIAL ANALYSIS AT \$	%		
3.FINAL ANALYSIS AT \$	%		
B. COMMERCIAL/INCOME/EXEMPT/VACANT LAND			
(SCHEDULE E TOTAL AMOUNT #)	%		
1.DATA ACCEPTANCE AT \$	%		
2.INITIAL ANALYSIS AT \$	%		
3.FINAL ANALYSIS AT \$	Δ/	1	i l
5.TIVAL AIVAL ISIS AI \$	%		

### APPENDIX L CITY OF ORANGE TOWNSHIP

### INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

A Certificate of Insurance shall be filed with the Township Clerk's Office upon award of contract.

The minimum amount of insurance to be carried by the Professional Service Entity shall be as follows:

Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in force during the life of the revaluation contract with the Successful Respondent and/or until the Successful Respondent 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 \$3,000,000.

General Liability Insurance (Including Products and Completed Operations)

This insurance shall have limits of not less than \$3,000,000 any one person and \$3,000,000 any one accident for bodily injury and \$3,000,000 aggregate for property damage, and shall be maintained in force during the life of the revaluation contract and/or until the Successful Respondent has been discharged of all obligations respecting the defense of this contract. The City of Orange 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 \$3,000,000 for each claim and \$3,000,000 aggregate each policy period.

Automobile Insurance

Limits shall be a minimum of \$3,000,000 for hired and non-hired vehicles.

Certificates of the Required Insurance

Acknowledgment of Insurance Requirement:

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 City of Orange Township as an additional insured.

(Signature)	(Date)
(Printed Name	e and Title)

### **APPENDIX M**

### CITY OF ORANGE TOWNSHIP

# MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE (N.J.S.A. 10:5-31 ET SEQ. AND N.J.A.C. 17:27 ET SEQ.) 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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 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, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken

without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

- (a) Letter of Federal Affirmative Action Plan Approval;
- (b) Certificate of Employee Information Report; or
- (c) Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at <a href="https://www.state.nj.us/treasury/contract\_compliance">www.state.nj.us/treasury/contract\_compliance</a>)

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

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

COMPANY:		
SIGNATURE:	PRINT NAME:	
TITLE:	DATE:	

### APPENDIX N

### AMERICANS WITH DISABILITIES ACT OF 1990 EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

The Respondent and the City of Orange Township (herein referred to as the Township) do hereby agree that the provisions of Title 11 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 regulation 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 Respondent agrees that the performance shall be in strict compliance with the Act. In the event the Respondent, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Respondent shall defend the Township in any action or administrative proceeding commenced pursuant to this Act. The Respondent 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 the alleged violation. The Respondent 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 Respondent agrees to abide by any decision of the Township, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding result 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 Respondent shall satisfy a discharge of 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 Respondent 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 Respondent every demand, complaint, notice, summons, pleading, or other process received by the Township or its representatives.

It is expressly agreed and understood that any approval by the Township of the services provided by the Respondent pursuant to this contract will not relieve the Respondent 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 Respondent, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Respondent expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Respondent obligations assumed in this Agreement, nor shall they be construed to relieve the Respondent 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.

ACKNOWLEDGEMENT:	Signature: _	
	D: AM	
	Print Name: _	
	Date: _	

# APPENDIX O

# CITY OF ORANGE TOWNSHIP

# NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY:		
COUNTY OF ESSEX: SS.	•	
	•	
I,	of the	
of	in the County of	and
the State of New Jersey, of full age, be	eing duly sworn according to law on my or	ath depose and
say that:		
I am		
of the firm of		
submission with full authority to do sentered into any agreements, participal and open competition in connection we submission and in this affidavit are true. Township relies upon the truth of the contained in this affidavit in awarding. I further warrant that no person or selections.	ng the submission for the above-named So; that the Professional Service Entity has atted in any collusion, or otherwise taken and ith the above named Service; and that all state and correct, and made with full knowled the statements contained in said submission, the contract for said Service.  Illing agency has been employed or retained tanding for commission, percentage, broken	not, directly or indirectly, by action in restraint of fair attements contained in said lige that the City of Orange ion and in the statements and to solicit or secure such
Subscribed and sworn to before me thisday of	, 20	
Notary Public (	Signature of P	rofessional)
State of		
My Commission Expires		name of Afficient and
	Title under sig	name of Affiant and nature)

### APPENDIX P

### CITY OF ORANGE TOWNSHIP

# STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization:			
Organization Address:			
Part I Check the box that represents the type Sole Proprietorship (skip Parts II and III, exemp Non-Profit Corporation (skip Parts II and III, pFor-Profit Corporation (any type) pLime pPartnership pLime pOther (be specific):	cute certification in Part IV) execute certification in Part IV) ited Liability Company (LLC) ited Partnership PLimited Liability Partnership (LLP)		
<u>Part II</u>			
10 percent or more of its stock, of any own a 10 percent or greater interest the	The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. ( <b>COMPLETE THE LIST BELOW IN THIS SECTION</b> )		
OR			
individual partner in the partnership or	owns 10 percent or more of its stock, of any class, or no wns a 10 percent or greater interest therein, or no member a 10 percent or greater interest therein, as the case may be.		
(Please attach additional sheets if more space i	is needed):		
Name of Individual or Business Entity	Home Address (for Individuals) or Business Address		

--- continued on next page ---

<u>Part III Disclosure</u> of 10% Or Greater Ownership in the Stockholders, Partners or LLC Members Listed in Part II.

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every

# APPENDIX Q CITY OF ORANGE TOWNSHIP

# PROFESSIONAL SERVICE ENTITY INFORMATION FORM

If the Professional Service Entity is an **INDIVIDUAL**, sign name and give the following information:

Name:	
Address:	
Telephone No:	Social Security No:
Fax No:	E-Mail:
If individual has a TRADE N	NAME, give such trade name:
Trading As:	Telephone No:
*********	*****************************
If the Professional Service E	entity is a <b>PARTNERSHIP or LLC</b> , give the following information:
Names of Partners or Members	
	(attach additional pages if needed)
Address:	
	Federal I.D. No:
	E-Mail:
Social Security No:	
Signature of Authorized Age	ent:
********	******************
If the Professional Service E	ntity is a <b>CORPORATION</b> , give the following information:
State under whose laws inco	rporated:
Location of Principal Office	
Telephone No:	:Federal I.D. No:
Fax No:	E-Mail:
	said office upon whom notice may be legally served:
Telephone No:	Name of Corporation:
Signature:	By:
Title	Addrass

### APPENDIX R

### **CONSENT OF SURETY FORM**

IN CONSIDERATION OF the premises and of One Dollar (\$1.00), lawful money of the United States, it is in hand paid by the VENDOR, the receipt whereof is hereby acknowledged, the undersigned surety consents and agrees that if the contract, for which the preceding estimate and proposal is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance, in an amount equal to one hundred percent (100%) of the contract price, and will execute it as party of the third part thereto when required to so by the OWNER, and if the said VENDOR shall omit or refuse to execute such contract, if so awarded, it will pay without proof of notice and on demand to the OWNER any increase between the sum to which the said VENDOR would have been entitled upon the completion of the said contract and the sum which the said OWNER may be obligated to pay to another Vendor to whom the contract may be afterwards awarded, the amount in such case to be determined by the proposals plus the cost, if any, of re-advertising for proposals for this work, less the amount of any certified check or proposal bond payable and received.

IN WITNESS WHEREOF, said surety has caused these presents authorized officer and its corporate seal to be hereto affixed, 20	
(A corporate acknowledgment and statement of authority to be here a	attached by the surety firm).
	(Surety firm)
BY: _	
	Surety firm Attorney-in-Fact
ATTEST:	

SURETY MAY SUBSTITUTE A SIMILAR STATEMENT SUBJECT TO THE OWNER'S APPROVAL.

# APPENDIX S

# CITY OF ORANGE TOWNSHIP

# QUALIFICATIONS SUBMISSION FORM

	Names and roles of the individuals who will perform the services and description of their education of their education, degree ications.	
2.	References and record of success of same or similar service:	
	<del></del>	
3.	Description of ability to provide the services in a time fashion (including staffing, familiarly and location of key staff):	
	<del></del>	

--- continued on next page ---

4. Cost details, including the hourly rates Services and all expenses:	f each of the individuals who will perform	
Note: Attach Additional sheets as necessary.		
Firm:	Date:	
Authorized Representative (Print):		
Signature:	Title:	
Telephone No:	Fax No:	

### APPENDIX T

# CITY OF ORANGE TOWNSHIP BUSINESS ENTITY DISCLOSURE CERTIFICATION FOR FAIR AND OPEN CONTRACTS

### Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that it has listed in the table below all reportable contributions as defined under N.J.S.A. 19:44A-3 that were made in the one-year period preceding the solicitation notice that were made by the individual, firm, partnership, corporation or association of principals responding to this solicitation to any of the following named elected officials and committees listed.

Elected Officials	
Mayor	
Council member	
	7
Committees	
Dout III Cionaturus and Attactation.	
Part III – Signature and Attestation: The undersigned is fully aware that if I have misrepresented	Lin whole or part this affirmation and
certification, I and/or the business entity, will be liable for a	
Name of Business Entity:	my penarty permitted under law.
•	
Signed: Title:	
c	
Print Name:	
Date:	
Subscribed and sworn before me this day of	
, 2	( A CC' ( )
My Commission against	(Affiant)
My Commission expires:	(Print name & title of affiant) (Corporate Seal)
	(Find name & title of arriant) (Corporate Seal)

### APPENDIX U

# CITY OF ORANGE TOWNSHIP

# ACKNOWLEDGMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORM

I,	
of the firm	
hereby acknowledge that any correction	ns, additions and/or deletions have been initialed and
dated in the Submission Package.	
	(Signature)
	(Type or print name of Affined and Title, under signature)
	(Date)
	(Date)