

Borough of Rocky Hill

REQUEST FOR PROPOSALS Through the Fair & Open Procurement Process

Tax Equalization Revaluation Services

ISSUE DATE: July 15, 2009

DUE DATE: August 19, 2009

NOTE: The Borough of Rocky Hill will consider proposals only from Respondents or organizations that have demonstrated the capacity and willingness to provide high quality services in the manner described in this Request for Proposal.

**Donna M. Griffiths, RMC, CMR, CTC
Borough Clerk
Issued: July 15, 2009**

NOTICE OF REQUEST FOR PROPOSALS

The Borough of Rocky Hill is soliciting proposals through the fair and open contracting process in accordance with N.J.S.A. 19:44A-20.5 et seq.

Sealed responses to the Request for Proposal (RFP) will be received by the Borough Clerk on August 19, 2009 at 4:30 P.M. at Borough Hall, 15 Montgomery Avenue, Rocky Hill, New Jersey 08553, at which time and place responses will be opened for:

Tax Equalization Revaluation Services

Specifications and instructions may be obtained at the Office of the Borough Clerk, Borough Hall, 15 Montgomery Avenue, Rocky Hill, New Jersey 08553, or at the Borough website, www.rockyhill-nj.gov.

Respondents shall comply with the requirements of P.L. 1975 c. 127, N.J.S.A. 17:27 et seq. A copy of the New Jersey Business Registration Certificate shall be included with the RFP response.

Donna M. Griffiths, RMC, CMR, CTC
Borough Clerk
July 15, 2009

REQUEST FOR PROPOSALS

Introduction

This contract is to furnish and deliver services to the Borough of Rocky Hill through the fair and open contracting process in accordance with N.J.S.A. 19:44A-20.5 et seq.

Administrative Conditions and Requirements

The following items express the administrative conditions and requirements of this RFP. Together with the other RFP sections, they will apply to the RFP process, the subsequent contract and project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the Borough of Rocky Hill, hereinafter referred to as Owner, to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful Respondent, as accepted by the Owner, will become part of any contract awarded as a result of this RFP.

The process will be administered by the Borough Clerk, Donna M. Griffiths, for the Borough of Rocky Hill.

Schedule

The dates established for the procurement are:

Release of RFP	July 15, 2009
Proposal Due Date	August 19, 2009

Proposal Submission Information

Submission Date and Time:

August 19, 2009 at 4:30 P.M.
One (1) original and one (1) copy.

Submission at:

Borough Hall
Borough of Rocky Hill
15 Montgomery Avenue
Rocky Hill, New Jersey 08553

Clearly mark the submittal package with the title of this RFP, the name of the Respondent, addressed to the Borough Clerk. The original proposal shall be marked to distinguish it from the one (1) copy.

Only those RFP responses received prior to or on the submission date will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the Respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After submission date and time specified above, responses remain binding for a period of sixty (60) days.

Using Department Information

The Using Departments for these services are the Borough Council, the Borough Clerk, and Tax Assessor.

Borough Representative for this RFP

Please direct all questions in writing to:

Donna M. Griffiths, RMC, CMR, CTC
Borough Clerk
609-924-7445
Fax: 609-924-2274
Email: clerk@rockyhill-nj.gov

Bid Security

Each Proposal must be accompanied by a certified check or cashier's check of the Respondent or a Bid Bond prepared on a form found acceptable, be in compliance with New Jersey law, duly executed by the Respondent as principal and having as surety thereon a Surety Company authorized to do business in the State of New Jersey in the amount of no less than ten (10%) percent of the total proposed contract amount but not to exceed twenty thousand (\$20,000.00) dollars. Cashiers or certified checks and Bid Bonds shall be made payable to the Borough of Rocky Hill.

The successful Respondent, upon its failure or refusal to execute and deliver the Contract within fifteen (15) calendar days after receiving the final Contract from the Owner, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with the Proposal.

Security for Faithful Performance

Simultaneously with delivery of the executed Contract, the successful Respondent shall also furnish a surety bond or bonds as security for the faithful performance of this Contract. Said Performance and Payment Bond or Bonds shall be in the total proposed contract amount.

The surety on such Bond or Bonds shall be issued by a surety company authorized to do business in the State of New Jersey.

The RFP shall be accompanied by a Consent of Surety executed by the surety company stating that it will provide the Respondent with a Performance and Payment Bond in the total proposed contract amount. This consent shall insure that the Respondent to whom the Contract is awarded will furnish a Performance and Payment Bond from an acceptable surety company.

Interpretations and Addenda

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the Owner's representative in response to such comments and questions will be issued by Addenda posted on the Borough of Rocky Hill website, www.rockyhill-nj.gov. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

Cost Liability and Additional Costs

The Owner assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of a Contract. The liability of the Owner shall be limited to the terms and conditions of the Contract.

Respondents will assume responsibility for all costs not stated in their Proposals. All unit rates either stated in the Proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the Owner, are not to be billed and will not be paid.

STATUTORY AND OTHER REQUIREMENTS

Compliance with Laws

The Respondent must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services hereunder. The Respondent shall sign and acknowledge such forms and certificates as may be required by this section.

Mandatory Affirmative Action Compliance

No Respondent may be issued a Contract unless it complies with the Affirmative Action requirements of P. L. 1975, c. 127 as identified in the documents attached hereto.

Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read the American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the Contract. The Respondent is obligated to comply with the Act and hold the Owner harmless.

Stockholder Disclosure

No corporation or partnership shall be awarded any Contract for the performance of any work or the furnishing of any goods, unless, with receipt of 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 (10%) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFP.

Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

New Jersey Business Registration Certificate

Certificate required pursuant to P.L. 2004, c.57 must be included with the Proposal. Failure to include the Business Registration Certificate mandates rejection.

Insurance and Indemnification

If it becomes necessary for the successful Respondent, either as principal or by agent or employee, to enter upon the premises or property of the Owner or others, the successful Respondent hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered.

The successful Respondent further covenants and agrees to indemnify and save harmless the Owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any Owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The successful Respondent shall provide a Certificate of Insurance providing for all claims under Worker's Compensation, General Liability and Automobile, as follows:

1. Professional Liability - Limits of at least \$1,000,000/\$2,000,000
2. General Liability - Limits of at least \$1,000,000/\$2,000,000
3. Worker's Compensation - Statutory limits.

The Owner should be named as Additional Insured on the General Liability.

Multiple Proposals Not Accepted

More than one (1) Proposal from an individual, a Respondent or partnership, a corporation or association under the same or different names shall not be considered.

Failure to Enter Contract

Should the Respondent, to whom the Contract is awarded, fail to enter into a Contract within fifteen (15) calendar days, the Owner may then, at its option, accept the Proposal of another Respondent.

Commencement of Work

The successful Respondent agrees to commence work after the date of award by the Owner, approval by the Director of the Division of Taxation, and upon notice from the Using Department.

Termination of Contract

If, through any cause, the successful Respondent shall fail to fulfill in a timely and proper manner obligations under the Contract or if the successful Respondent violates any requirements of the Contract, the Owner shall thereupon have the right to terminate the Contract by giving written notice to the Respondent of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the Owner of any obligation for the balances to the successful Respondent of any sum or sums set forth in the Contract.

SCOPE OF SERVICES

REVALUATION OF ALL LANDS, BUILDINGS AND IMPROVEMENTS WITHIN THE BOROUGH OF ROCKY HILL FOR TAX EQUALIZATION PURPOSES

QUALIFICATIONS OF PRINCIPALS AND EMPLOYEES

A. The principals of the Respondent and the employees of the Respondent directly engaged in municipal revaluation programs in this State shall meet the following minimum requirements and services outlined in the attached Contract.

1. Principals shall have ten (10) years practical and extensive appraisal experience in the mass valuation of the classifications of property itemized in the Proposal.
2. Supervisors shall have five (5) years of practical and extensive appraisal experience in the mass appraisal of the particular type of properties for which they are responsible.
3. Field personnel, building enumerators and listers shall 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 before starting actual field work.
4. Personnel determining final land values shall meet the qualifications prescribed for supervisors in direct charge of the work.

B. The Respondent shall submit a resume in behalf of principals and supervisors assigned to this revaluation program. All employees will be subject to a motor vehicle check and a criminal background check. The Tax Assessor retains discretion to disqualify any person.

C. Any change in personnel employed under the Contract shall be submitted to the Tax Assessor and County Board of Taxation.

PROPOSAL REQUIREMENTS

Qualification Statement

A statement is to be provided by the Respondent who will serve as the primary contractor. The statement shall set forth brief details of the Respondent/individual's principal activities, location and information necessary to meet the qualifications, as stated above.

Include the following in your response:

Proposal Forms

The following forms are contained in the attachments. All forms are required and shall be completed and made part of the Proposal submitted.

1. Proposal Checklist
2. Acknowledgement of Receipt of Addenda
3. Affirmative Action Statement
4. American with Disabilities Act
5. Non-Collusion Affidavit
6. Stockholder Disclosure
7. Business Registration Certificate
8. Respondent Declaration and Information.
9. Respondent's Qualifications
10. Performance Record
11. Explanation of Qualifications

Location of Servicing Office

The Proposal must list the location and address of the contact person who will service and manage the Contract.

EVALUATION, REVIEW AND SELECTION PROCESS

Proposals to Remain Subject to Acceptance

RFP responses shall remain open for a period of sixty (60) calendar days from the date Proposals are received. The Owner will either award the Contract within the applicable time period or reject all Proposals.

RFP responses may, at the request of the Owner, be held for consideration for such longer period as may be agreed.

Rejection of Proposals

The Owner reserves the right to reject any or all Proposals, or to reject any Proposals if the evidence submitted by, or investigation of such Respondent fails to satisfy the Owner that such Respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The Owner reserves the right to waive any minor informality in the RFP.

Evaluation Process

The evaluation team will consist of Edward P. Zimmerman, Mayor; James Banks, Finance Chair; and Raymond Whitlock, Zoning Official/Deputy Clerk.

The evaluation team will review all Proposals to determine whether they satisfy the RFP requirements, whether a Proposal should be rejected, and evaluate the Proposals based upon the Evaluation Criteria.

The most advantageous Proposal, based on price and other factors as detailed in the evaluation criteria, will then be recommended to the governing body for award of Contract.

Evaluation Criteria

The criteria considered in the evaluation of the Proposal follows:

The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful Respondent and will be graded on a scale of one (1) to five (5), with one (1) being the lowest rating and five (5) the highest rating for each criteria. The Respondent with the highest score will be awarded the Contract.

I. Understanding of the Requested Work

The Proposal will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of Proposals.

II. Knowledge and Technical Competence

This includes the ability of the Respondent to perform all of the tasks and fulfill adequately the stated requirements, in addition to knowledge of the Borough of Rocky Hill.

III. Management, Experience and Personnel Qualifications

Expertise of the Respondent shall be demonstrated by past contract successes providing government agencies with similar services. The Respondent will be evaluated on

knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP.

IV. Ability to Complete the Services in a Timely Manner

This is based on the schedule contained in the Proposal addressing the estimated duration of the tasks, and the Respondent's ability to accomplish the tasks as stated in Article V of the attached Contract.

V. Physical Presence in State of New Jersey

Each Respondent must have its principal place of business within the State of New Jersey.

VI. Cost of Services (Proposal)

Revaluation of all Lands, Buildings and Improvements within the Borough of Rocky Hill for Tax Equalization Purposes.

The undersigned acknowledge, declare and affirm that they have carefully examined the work, the proposed Contract and Specifications, and the Drawings and maps therein referred to, and will provide all necessary expertise, manpower, apparatus and other means for performing the Contract, and do all the work and furnish all the materials called for by the Contract and Specifications and the requirements under them, in accordance with the Request for Proposals, Instructions, proposed Contract, and Specifications, all of which are annexed hereto and form a part of this Contract, and any instructions which may be given during the work.

The undersigned understand that the following are estimated quantities and in no way guarantee the number of properties in each class at the time that the work is to be completed. In addition, the project as described may be reduced to keep within the limit of the funds available.

The undersigned agree to be bound by the award of the Contract and, if awarded the Contract on this Proposal, to execute said Contract within fifteen (15) calendar days after notice of award of the Contract and concurrently provide a Performance Bond thereon.

The undersigned agree to perform the Contract for the following unit prices (number to be revalued is subject to adjustment based upon new construction, added assessments, and corrections of errors):

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>NUMBER OF UNITS TO BE REVALUATED</u>	<u>PRICE AMOUNT</u>	
			<u>UNIT PRICE</u>	<u>EXTENDED TOTAL</u>
1.	Class 1 Properties:	9	\$ _____	\$ _____
2.	Class 2 Properties:	256	\$ _____	\$ _____
3.	Class 3A Properties:	0	\$ _____	\$ _____
4.	Class 3B Properties:	3	\$ _____	\$ _____
5.	Class 4A Properties:	13	\$ _____	\$ _____
6.	Class 4B Properties:	1	\$ _____	\$ _____

ITEM NO.	DESCRIPTION	NUMBER OF UNITS TO BE REVALUATED	PRICE AMOUNT	
			UNIT PRICE	EXTENDED TOTAL
7.	Class 4C Properties:	2	\$ _____	\$ _____
8.	Class 15A-F Properties:	29	\$ _____	\$ _____
TOTAL SUM OF BID:			_____ \$ _____	
			(In Words)	

(Signature of person, firm or corporation making the bid)

(Firm Name)
By: _____

P.O. Address: _____
Zip Code: _____
Phone No.: _____

Dated: _____

PROPOSAL CHECKLIST

The following checklist is provided as assistance to the development of the RFP Response. It in no way supersedes or replaces the requirements of the RFP. Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your RFP.

- Administrative Conditions and Requirements _____
- Scope of Work _____
- Qualification Statement _____
- References _____
- Evaluation Criteria _____
- Cost of Services (Proposal) _____
- Acknowledgement of Receipt of Addenda _____
- Affirmative Action Mandatory Language _____
- Americans with Disabilities Act Mandatory Language _____
- Non-Collusion Affidavit _____
- Stockholder Disclosure _____
- Business Registration Certificate to be supplied with RFP _____
- Respondent Declaration and Information _____
- Respondent's Qualifications _____
- Performance Record _____
- Explanation of Qualifications _____
- Bid Bond _____
- Consent of Surety _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

<u>Addenda Number</u>	<u>Dated</u>
_____	_____
_____	_____
_____	_____

Signed: _____

Title: _____

Printed Name: _____

Date: _____

Company: _____

POSTING WILL BE ON INTERNET.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take Affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Respondent's Signature

Respondent's Name

Dated: _____

REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS P.L. 1975, c. 127 (N.J.A.C. 17:27)

If awarded a Contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, c. 127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the Contract or receipt of the Contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Program.
OR
2. A Certificate of Employee Information Report Approval.
OR
3. An Affirmative Action Employee Information Report (Form A.A. 302).
OR
4. All successful contractors must submit at signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request). **NO RESPONDENT MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, c. 127**

The following questions must be answered by all Respondents:

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

YES _____ NO _____

If yes, please submit a photostatic copy of such approval.

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

YES _____ NO _____

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

THE UNDERSIGNED CONTRACTOR CERTIFIES THAT HE IS AWARE OF THE COMMITMENT TO COMPLY WITH THE REQUIREMENTS OF P.L. 1975, c. 127 AND AGREES TO FURNISH THE REQUIRED DOCUMENTATION PURSUANT TO LAW.

COMPANY

SIGNATURE

TITLE

NOTE: A CONTRACTOR MUST BE REJECTED AS NON-RESPONSIVE IF THE CONTRACTOR FAILS TO COMPLY WITH REQUIREMENTS OF P.L. 1975, c. 127, WITHIN THE TIME FRAME STATED ABOVE.

AMERICANS WITH DISABILITIES ACT

Mandatory Language

Equal Opportunity for Individuals with Disabilities.

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. s12101 et seq.), which Prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant therunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

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

Respondent's Signature

Respondent's Name

Dated: _____

NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)

)

ss.:

COUNTY OF _____)

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

I am _____ of the Respondent _____, making the
Proposal for the above named project, and that I executed the said Proposal with full authority to
do so; that said Respondent has not, directly or indirectly, entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive
bidding in connection with the above named project; and that all statements contained in said
Proposal and in this Affidavit are true and correct, and made with full knowledge that the
Borough of Rocky Hill relies upon the truth of the statements contained in said Proposal and in
the statements contained in this 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 _____.

(name of contractor)

(N.J.S.A. 52:34-25)

(Also type or print name of affiant under signature)

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

Notary Public of the State of _____
My Commission expires _____.

STOCKHOLDER DISCLOSURE CERTIFICATION

N.J.S.A. 52:25-24.2 (P.L. 1977. c 33)

Failure of the Respondent/respondent to submit the required information is cause for automatic rejection.

CHECK ONE:

- I certify that the list below contains the names and addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

LEGAL NAME OF RESPONDENT: _____

Check which business entity applies:

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

Complete if the Respondent is one (1) of the three (3) types of Corporations:

Date Incorporated: _____ Where Incorporated: _____

BUSINESS ADDRESS:

Street Address	/	City	State	Zip
Telephone #	/	Fax#		

Listed below are the names and addresses of all stockholders, partners or individuals who own ten (10%) percent or more of its stock of any classes, or who own ten (10%) percent or greater interest therein.

Name	Address

CONTINUE ON ADDITIONAL SHEET IF NECESSARY: YES NO

Signature _____ Date _____

Printed Name & Title _____

October 20, 2004

REVISED CONTRACT LANGUAGE FOR BRC COMPLIANCE

Goods and Services Contracts (including purchase orders)

** Construction Contracts (including public works related purchase orders)*

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 and suppliers to submit proof of business registration to the contractor;
- *2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers* or attest that none was used; and
- 4) 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 this 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.

ALERT
FAILURE TO INCLUDE A COPY OF YOUR
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
IS CAUSE FOR MANDATORY REJECTION OF YOUR PROPOSAL

RESPONDENT DECLARATION AND INFORMATION

To Borough of Rocky Hill:

The undersigned declares that he/she has read the Request for Proposals and proposed Contract attached, that he/she has determined the conditions affecting the Proposal and agrees, if this Proposal is accepted, to furnish and deliver services pursuant to the Proposal for Tax Equalization Revaluation Services.

Company Name _____

Federal I.D. or Social Security # _____

Address _____

Signature of Authorized Agent _____

Type or Print Name _____

Title: _____

Date _____

Telephone Number _____

Fax Number _____

E-mail address _____

PERFORMANCE RECORD

How many years has your organization been in business as appraisers under your present business name? _____.

How many years experience in appraiser/revaluation work has your organization had: (a) as a Real Estate Appraiser? _____; (b) as a Municipal Revaluator and/or mass appraiser? _____. What is the real estate appraisal experience of the principal individuals of your organization?

Individual's Name _____	Present Position or Office	Yrs. of Appraisal Experience	Magnitude Type of Work _____	In What Capacity	Professional Designations
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Have you ever failed to complete any work awarded to you? _____
If so, where and why? _____

Has any officer or partner of your organization ever failed to complete a revaluation contract handled in his own name? _____.
If so, state name of individual, name of owner, location and type of project, and reason for the failure to complete. _____

Performance Record: List all contracts completed by you.

Name of Owner _____

Name of Location of Project-Type of work _____

Date Completed _____

Was Time* Extension Necessary _____

Were Any* Penalties Imposed _____

Were Liens,* Claims or Stop Notices Filed _____

* Explain "Yes" answers under the following item. (Use additional sheets as necessary.)

EXPLANATION OF QUALIFICATIONS

Explanation of details in connection with non-completion of contracts; time extensions; penalties imposed; labor disputes, liens, claims and stop notices filed against contracts listed in preceding "Performance Record."

(Name of Organization)

(Signature)

(Title)

**CONTRACT FOR PROVIDING A
COMPLETE REVALUATION OF ALL
REAL PROPERTY
FOR TAX EQUALIZATION PURPOSES**

BETWEEN

**THE BOROUGH OF ROCKY HILL
A MUNICIPAL CORPORATION OF THE
STATE OF NEW JERSEY**

AND

ARTICLES OF AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 200_, by and between the **BOROUGH OF ROCKY HILL**, a municipal corporation of the State of New Jersey, hereinafter referred to as the Municipality,

AND

hereinafter referred to as the Respondent.

WITNESSETH:

WHEREAS, the Municipality is engaged in a project to revalue all the lands, buildings and improvements contained within the boundaries of the Municipality and desires to engage the services of the Respondent to render necessary advice and assistance in the said project; and

WHEREAS, the Respondent has offered to render such services to the Municipality.

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

The municipality agrees to pay the sum of \$ _____, in full for consideration of the services to be rendered herein.

The unit price for the classes of properties set forth on the 2009 tax duplicate shall be as follows:

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>NUMBER OF UNITS TO BE REVALUATED</u>	<u>PRICE AMOUNT</u>	
			<u>UNIT PRICE</u>	<u>EXTENDED</u>
1.	Class 1 Properties:	9	\$ _____	\$ _____
2.	Class 2 Properties:	256	\$ _____	\$ _____
3.	Class 3A Properties:	0	\$ _____	\$ _____
4.	Class 3B Properties:	3	\$ _____	\$ _____

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>NUMBER OF UNITS TO BE REVALUATED</u>	<u>PRICE AMOUNT</u>	
			<u>UNIT PRICE</u>	<u>EXTENDED</u>
5.	Class 4A Properties:	13	\$ _____	\$ _____
6.	Class 4B Properties:	1	\$ _____	\$ _____
7.	Class 4C Properties:	2	\$ _____	\$ _____
8.	Class 15A-F Properties:	29	\$ _____	\$ _____

Total Contract Price: _____ \$ _____
(In Words)

The total amount to be paid under this Contract is dependent upon the number of properties in each listed class. If the number of properties in each respective class changes between the time that the Respondent's Proposal is accepted and the completion date of the Contract, the total amount paid to the Respondent shall be adjusted by the appropriate unit price as set forth above.

**ARTICLE I
CONTRACT CONTINGENT UPON APPROVAL BY
THE DIRECTOR OF THE DIVISION OF TAXATION**

- A. This Contract is contingent upon approval of the Director of the Division of Taxation and shall not be effective until such approval is granted by the Director.
- B. The Respondent shall not assign or transfer this Contract or any interest therein.
- C. No changes will be permitted in this Contract except upon mutual consent of the Respondent and the Municipality, the County Board of Taxation and the Director of the Division of Taxation.

**ARTICLE II
CONFLICT OF INTEREST**

- A. No commissioner or employee of the Somerset County Board of Taxation and no assessor of a taxing district within Somerset County shall have any interest whatsoever, directly or indirectly, as an officer, stockholder, employee or any other capacity in the Respondent.
- B. The Respondent and its parent company and subsidiaries, if any, shall not represent any property owner or taxpayer filing a tax appeal regarding the revaluation completed by the Respondent.

**ARTICLE III
APPRAISAL RESPONDENT:
QUALIFICATIONS OF PRINCIPALS AND EMPLOYEES**

- A. The principals of the Respondent and the employees of the Respondent directly engaged in municipal revaluation programs in this State shall meet the following minimum requirements.
 - 1. Principals shall have ten (10) years practical and extensive appraisal experience in the mass valuation of the classifications of property identified in the Proposal.
 - 2. Supervisors shall have five (5) years of practical and extensive appraisal experience in the mass appraisal of the particular type of properties for which they are responsible.
 - 3. Field personnel, building enumerators and listers shall 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 before starting actual field work.
 - 4. Personnel determining final land values shall meet the qualifications prescribed for supervisors in direct charge of the work.

B. The Respondent shall submit a resume in behalf of principals and supervisors who will be assigned to provide revaluation services. All employees will be subject to a motor vehicle check and a criminal background check. The Tax Assessor retains discretion to disqualify any person.

C. Any change in personnel employed under this Contract shall be submitted to the Tax Assessor and County Board of Taxation.

D. The Respondent shall at all times abide by the Affirmative Action Guidelines annexed as Exhibit A hereto.

E. The Respondent shall comply with P.L. 2004, c. 57, and submit proof of business registration issued by the New Jersey Department of Treasury.

ARTICLE IV CONDITIONS TO BE MET BY THE MUNICIPALITY

The Municipality shall facilitate the Respondent's performance of the revaluation by providing the following:

A. Three (3) copies of an up-to-date tax map that has been reviewed and determined suitable for revaluation use by the Local Property and Public Utility Branch of the Division of Taxation.

B. Use of abstracts of deeds within the Tax Assessor's office.

C. Use of SRI - A forms within the Tax Assessor's office.

D. Letters of introduction to facilitate the Respondent's representative's access to property.

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

F. The use of official records and such other assistance required as an aid to facilitate the Respondent's performance of the specifications noted within this Contract. (Although the Respondent shall be provided with access to official records, this condition shall not be construed or interpreted to mean that the Respondent can use any data other than primary, original data collected by the Respondent in performance of the revaluation).

G. Office space adequate to facilitate the revaluation program.

ARTICLE V STANDARDS FOR REVALUATION

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

A. **Standard of Value**

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

B. Property under Construction

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

C. Tax Exempt Property

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

D. Qualified Farmland

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

E. Three Approaches to Value

The three approaches to value (market, cost and income), where applicable, shall be used in appraising all property.

1. The most recent edition of the Real Property Appraisal Manual for New Jersey Assessors, shall be used as a basis in the application of the cost approach to value for residential property. The most recent edition of the Marshall and Swift Valuation Manual and the Real Property Appraisal Manual for New Jersey Assessors will be utilized for the cost approach of Class 4 properties.
2. The Respondent shall collect and analyze local sales that occurred during the previous three (3) years, in its application of the market data approach. The Respondent shall prepare a sample format that will be used in the application of this approach to value for review and approval by the Tax Assessor.
3. Regarding the income approach to value, the Tax Assessor shall facilitate the Respondent's performance of this approach by the Tax Assessor requesting a statement of income and expenses as provided under N.J.S.A. 54:4-34 for income producing property. The Respondent shall be responsible for the cost of certified mailing these statements, and shall assist the Tax Assessor. Notwithstanding the foregoing, the Tax Assessor shall be responsible for the mailing of any and all written requests provided under N.J.S.A. 54:4-34. In conjunction with the information obtained from this source, the Respondent shall also analyze the local market place to derive economic rates, rentals and expenses in order to arrive at a supportable indication of value. All supporting data relevant to the capitalization procedure shall be submitted with the property record cards.
4. The three (3) approaches to value shall be reconciled and the final estimate of value shall be clearly noted on the property record card.

F. Real Property Appraisal Manual

To facilitate the use of the approaches to value the most recent edition of the Real Property Appraisal Manual for New Jersey Assessors shall be used for residential properties. The most recent edition of the Marshall and Swift Cost Estimator Program and the Real Property Appraisal Manual shall be used for all commercial and industrial properties.

G. Property Record Cards

The Respondent shall include real property identification material on properly labeled individual property record cards similar in form and content to those illustrated in the Real Property Appraisal Manual. Distinct property record cards for each of the classifications of real property itemized in the Proposal shall be provided both in hard paper copy and in electronic data format in the software program or programs used or to be used by the Tax Assessor.

H. Information on Property Record Cards

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

1. A scaled sketch of the exterior of the building dimensions.
2. Notations of significant building components and measurements as ascertained from both an interior and exterior inspection.
3. Entries on the property record cards respecting the values of each lot and building including such items as age, construction, condition, depreciation, obsolescence, additions and deductions, appraised value, recent sales prices, rental data and all other pertinent information pertaining to the valuation of the property.
 - (a) Condominiums: Square feet of living area of each condominium shall be included as a part of the data on the Property Record Card, as well as the percentage of ownership as listed on the master deed.
4. Where more than one (1) property card is required in the description of a property, all cards shall be assembled in a standard file folder and properly labeled, all electronic data entries shall be assembled in the program utilized by the Tax Assessor.
5. Each property record card shall identify the individual making the inspection and set forth the date when the interior inspection was made.
6. Color photographs shall be taken of each principal building at such angles so that front, rear and each side of each building is shown in at least one photograph, with the Block and Lot embossed on the photograph. Photographs shall also be taken of any swimming pools, tennis courts or any substantial out building which would have an assessed value of \$5,000.00 or more. Printed color copies of each photograph shall be provided with each property record card identified thereon, and each

photograph shall be provided in electronic media format in a software program used by the Tax Assessor.

7. Each interior inspection shall be verified by the owner's or occupant's signature on the property record card.

I. Inspection Procedure

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

1. No less than three (3) attempts shall be made to gain entry to each property. The Respondent shall make all reasonable efforts to inspect both the interior and exterior of 100%, but in no event less than 95%, of all of the line items.
2. If successful entry has not been made after the first attempt, a card will be left at the property indicating a date when a second attempt to gain entry will be made.
3. The card shall include a phone number and address to permit the property owner to contact the Respondent to make other arrangements, if necessary.
4. If entry is not possible upon the second visit, written notice shall be left advising that an assessment will be estimated unless a mutually convenient arrangement is made for a third visit to gain access to the property.
5. The Respondent shall schedule inspections during reasonable hours which shall include evenings and Saturdays.
6. The Tax Assessor shall be notified in writing of each failure to gain entry to a property and a list of all non-entries and reasons for same shall be provided in writing to the Tax Assessor prior to the mailing of values.
7. The Respondent shall notify the Tax Assessor of any properties discovered not on the current year tax list. Notification of discovered properties shall be in a timely manner to permit the Tax Assessor adequate time to place an added and omitted assessment on the property.
8. The Respondent shall provide its representatives with photographic identification cards that shall be shown to all occupants of the properties to which the representative seeks to gain entry.
9. The Respondent shall obtain the signature of an adult (not less than 18 years old) occupant of all inspected properties affirming a written statement, in clear and common language, and conspicuous to the person signing, that a complete inspection of the property has been made by the Respondent.

J. Progress and Control

1. The Respondent shall commence work within thirty (30) days after the approval of the Contract by the Director of the Division of Taxation and complete all the contract terms, except for taxpayer review and defense requirements, by September 30, 2010.

2. The Respondent shall not be responsible for delays caused by strikes, war, catastrophes or acts of God, which might stop or delay the progress of work.
3. The Respondent shall perform the work in accordance with the plan and schedule that is attached to and made part of this Contract.
4. A written progress report shall be submitted by the Respondent to the Tax Assessor at least once a month. The progress reports shall indicate the current status of work and compare the progress of work accomplished with the plan and schedule established. The Respondent shall provide written explanation to the Tax Assessor where the progress of the work is not in accordance with the Contract schedule.
5. The progress report shall serve as a basis for proportional payments by the Municipality. A payment schedule based on completion of the various facets of work shall be followed in this regard. In no event shall the Respondent bill more than 90% of the total price until full completion and performance of the Contract, except the requirement of defense of appeals. The Municipality shall make the first payment upon execution of this Contract in the amount of 10% of the total Contract.

K. Taxpayer Orientation and Education

The Respondent shall conduct a program of taxpayer orientation and education regarding the revaluation program. The program shall include, but is not necessarily limited to the following:

1. Press releases and other reasonable media appearances, as may be required by the Municipality (e.g., cable television) describing the purpose and nature of the revaluation program.
2. At least four (4) meetings, subject to approval by the Tax Assessor, with public groups in the community, at least one (1) of which shall be after completion but before informal review.
3. Mailings approved by the Tax Assessor, at the Respondent's expense, to all property owners explaining the nature and purpose of the revaluation and setting forth a proposed date for the commencement of inspections in the Municipality.

L. Land Value Map

Following the formulation of land valuations, a land value map shall be prepared for the Tax Assessor for his/her review, which indicates all unit values and underlying data used to derive unit values. The land values will be derived from the market. Adjustments for lot sizes above and below zoning requirements will be made and listed in a Land Value Manual. The Land Value Manual will be given to the Tax Assessor at the end of the revaluation. Preliminary land values will be given to the Tax Assessor as they are developed during the course of the program for the Tax Assessor's input.

M. Expert Witness

The Respondent shall furnish, without additional charge, an expert familiar with the property involved who can be qualified as an expert witness before a tribunal wherein the appraisal is being challenged and who shall be approved by the Tax Assessor and Township Attorney, who shall appear with the Tax Assessor, the Township Attorney, or other authorized Municipal officials at all hearings and defend the Respondent's appraised value of properties, when the assessments on such properties may be appealed to the County Board of Taxation, the New Jersey State Tax Court, or the appellate courts when such appeal is made contesting the first and second year of such new assessments. The expert shall be an appraiser licensed by the State of New Jersey in good standing. In addition, the Respondent shall furnish the same service at the County Board of Taxation level for the two (2) years following the year the revaluation is implemented.

Regarding defense services beyond the County Board of Taxation, which are filed after the year in which the revaluation is implemented, and hourly rate of not more than one hundred (\$100.00) dollars for such services shall be paid. Said hourly rate shall apply to services rendered in connection with preparation, re-inspection, consultations, appraisal preparation and actual appearances at appeal proceedings.

N. Correction of Errors

The Respondent shall be responsible, at no additional cost, for correcting any and all errors in the revaluation which have been identified by the Tax Assessor for a period of two (2) years following the year the revaluation is implemented.

**ARTICLE VI
TAXPAYER REVIEW PROCEDURE**

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

B. The Respondent, at its expense, shall mail a written notice, approved by the Tax Assessor, indicating the appraised value of the property, as well as the description, square footage and other measurements utilized, and advising the taxpayer of his right to attend an individual informal review.

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

1. Each taxpayer attending a review shall be afforded an individual meeting with a qualified person employed by the Respondent.
2. Sufficient time shall be allowed to hear and conclude reviews on or before December 31, 2010.
3. A written record of each review shall be provided to the Tax Assessor in a format approved by the Tax Assessor.
4. Suggested revisions by the Respondent resulting from the taxpayer review shall be made with the consent of the Tax Assessor.

5. The Respondent shall inform each taxpayer in writing of the result of their assessment review within three (3) weeks of the conclusion of all reviews.

ARTICLE VII COMPUTER ASSISTED MASS APPRAISAL SYSTEM

The Borough is not currently in the Computer Assisted Mass Appraisal (“CAMA”) System. Accordingly, the Respondent is required to implement the CAMA System in the Borough, including entering all of the data into the CAMA System.

The revaluation must be conducted to be compatible with a CAMA System that will meet the approval of the Tax Assessor, the Somerset County Board of Taxation and the Local Property Tax Bureau, State of New Jersey.

A. CAMA System means that the data compiled must be put on tapes, discs or some appropriate manner which will be acceptable and operable with electronic hardware presently or to be utilized or otherwise approved by the Municipality. The information collected and stored on computer software and data entries, all information that is printed on the property records cards described in Article V (G) of this Contract, and be at all times updateable and convertible to the system approved and utilized by the Municipality.

B. A duplicate CAMA System file must be accessible for review at all times by the Tax Assessor during the revaluation.

ARTICLE VIII SURETY AND INSURANCE

The Respondent shall provide the following coverages to the Municipality to assure that the Municipality will be adequately protected and saved harmless from any lawsuit, litigation, demand or claim arising out of this Contract.

A. Workers' compensation insurance coverage in accordance with the standards set forth in N.J.S.A. 34:15-1 et seq.

B. Public liability and automobile liability in amounts not less than the amount provided in the Request for Proposals.

C. A Performance Bond in the amount of this Contract, executed by a reputable bonding company authorized to do business in this State.

D. Copies of all bonds and policies of insurance shall be provided to the Municipality prior to the commencement of any portion of this Contract.

