

Township of Clark

REQUEST FOR PROPOSALS (RFP)

ANNUAL REVALUATION OF ALL REAL PROPERTY SITUATED IN THE TOWNSHIP OF CLARK

Issue Date:
May 24, 2023

RFP Opening:
June 8, 2023
10:00 am

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NOTICE TO RESPONDERS
TOWNSHIP OF CLARK, UNION COUNTY, NEW JERSEY
ANNUAL REVALUATION OF ALL REAL PROPERTY SITUATED IN THE TOWNSHIP OF CLARK

NOTICE IS HEREBY GIVEN THAT SEALED PROPOSALS for the ANNUAL **REVALUATION OF ALL REAL PROPERTY SITUATED IN THE TOWNSHIP OF CLARK** will be received by the Township of Clark, County of Union, State of New Jersey, in the Clerk's Office, Room 28, Municipal Building, 430 Westfield Avenue, Clark, New Jersey 07066, and opened and read in public by the Township Clerk/and or Business Administrator for the Township of Clark, Room 30, 430 Westfield Avenue, Clark, New Jersey on **Thursday June 8, 2023, 10:00 AM**, prevailing time. Proposal prices shall remain firm for sixty (60) days.

Each Proposal must be enclosed in a **SEALED ENVELOPE**, properly endorsed with the name of the Responder, with the designation "**TOWNSHIP OF CLARK, SEALED PROPOSAL, ANNUAL REVALUATION OF ALL REAL PROPERTY SITUATED IN THE TOWNSHIP OF CLARK**". Any envelope that is received that is not properly marked causing it to be opened prior to the proposal opening date and time will be invalidated. Proposals may be received before the hour designated in this office, if they are mailed or hand delivered in person. The Township of Clark will not be responsible for any proposal that is sent by mail or other form of carrier which is lost or which arrives after the proposal date and time, **Thursday June 8, 2023, 10:00 AM**.

Proposals for this contract will be accepted only from Bidders who have been approved by the State of New Jersey Division of Taxation and are on the State of New Jersey Approved Revaluation Firm List.

Proposal documents and specifications can be obtained through the Township Clerk's office, 430 Westfield Avenue, Clark, New Jersey from 8:30 am to 4:00 pm, Monday – Friday.

The Township of Clark reserves the right to reject any or all proposals and to waive any informalities therein and to accept any proposal that will be in the best interest of the Township of Clark according to N.J.S.A. 40A:11-1 et seq.

INSTRUCTIONS AND GENERAL CONDITIONS

1. **“Authorized Signature”, “Authorized Representative”, “Affiant”, “Official Signature”, “Signature of Official”, “Company Official” and all other similar terms in this document denote the owner or OFFICIAL of the company who is authorized to enter into this contract on the company’s behalf with the Township of Clark. If the person executing these documents is NOT an owner or official (President, Vice President), a resolution of the company authorizing said individual to execute these documents and the contract **MUST** be included with the RFP submission.**
2. The terms “Responder”, “Bidder”, “Vendor”, “Contractor” and “Firm” are used interchangeably throughout this document.
3. Proposals must be submitted in ink or typewritten only. In all cases where the respondent is asked to “type” the information (i.e. “Type Bidder’s Name”), the respondent should type or print legibly in ink the information requested.
4. All erasures or corrections must be initialed by each signatory to the proposal.
5. A proposal cannot be withdrawn after the expiration of the time set for receiving bids, nor can any changes in price or other details be made by letter, telegram or verbal statement.
6. The Township of Clark awards contracts or rejects all proposals within sixty (60) days of the opening. Exception to this schedule would be in accordance with N.J.S.A. 40A:11-24, which provides that “bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed.” All prospective bidders are advised of this schedule since proposals must be firm when bid and must remain so for the sixty (60) days, or longer if otherwise agreed to by the Township of Clark and the bidder.
7. The successful bidder whose proposal is accepted will be held responsible for any loss or error arising from his/her failure or misunderstanding of the requirements listed in the specifications.
8. The successful bidder will provide all necessary personnel, tools, equipment and power to start and complete the job.
9. After notification of award but prior to execution of a Goods and Services Contract and/or Professional Services Contract, the successful bidder must submit the appropriate Affirmative Action evidence (see Exhibit A, following the contract which details the 3 acceptable types of evidence) to the Township of Clark.
10. Bidders must sign the attached Non-Collusion Affidavit and have it notarized.
11. Bidders **MUST** complete and include the Statement of Individuals Owning 10% or More of Stock or Interest in the Bidder’s Business Entity (Stockholders Disclosure); otherwise the proposal will be rejected.
12. The Township of Clark reserves the right to award at its discretion the contract to any one of the bidders in any procedure it deems in the best interest of the Township of Clark.

13. The Township of Clark is exempt from all taxes including Federal Excise Tax, Transportation Taxes, State Excise and Sales Tax and local taxes.
14. Proposal prices are to remain firm for a period of not less than sixty (60) days to allow the Township of Clark to determine the proposal that shall most economically serve the intentions of this project.
15. It is understood and agreed that all prices bid are firm and not subject to any increase during the life of the contract.
16. Successful bidder(s) shall indemnify and save and keep harmless the Township of Clark against any and all claims for royalties, patent infringements or suits for information thereon which may be involved in the manufacture or use of the items to be furnished.
17. The Township reserves the right to waive defects and informalities in any and all proposals and also reserves the right to select the successful bidder whose proposal does, in the opinion of the Township, best meet the needs of the Township of Clark.
18. Each proposal must be enclosed in a sealed envelope, properly endorsed with the name of the Bidder, with the designation "TOWNSHIP OF CLARK, SEALED PROPOSAL, ANNUAL REVALUATION OF ALL REAL PROPERTY SITUATED IN THE TOWNSHIP OF CLARK." If a bidder utilizes delivery service, the outside envelope must state, "SEALED PROPOSAL, ANNUAL REVALUATION OF ALL REAL PROPERTY SITUATED IN THE TOWNSHIP OF CLARK" in addition to the inner sealed envelope containing the above-required information. Any envelope that is received that is not properly marked causing it to be opened prior to or after the proposal opening date and time will be invalidated.
19. The Contractor shall comply with all New Jersey State and Federal Laws as they pertain to the performance under the contract.
20. Should any differences arise between the contracting parties as to the meaning or intent of these instructions or specifications, the Township of Clark's Business Administrator's decision shall be final and conclusive.
21. Bidders shall not change or modify any of the Township of Clark's requirements listed in this specification.
22. Any prospective bidder who wishes to challenge a specification may file such challenges in writing with the Municipal Clerk no less than seven (7) business days prior to the opening of the proposals. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of a specification.
23. The provision or performance of goods or services under this specification and by the successful vendor shall 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.
24. Proposals may be forwarded through the mail. However, the Township of Clark will not assume

responsibility for those proposals. It is the bidder's responsibility for those proposals. It is the bidder's responsibility to see that the proposals are presented at the specific room and place designated and on or before the hour appointed. The Township shall not be responsible for late postal or overnight delivery, nor shall postmark dates or overnight dates be considered in honoring of proposals. The Township shall not be responsible for bidders hand delivering proposals that arrive late or to the wrong location.

25. If the bidder bids the price in numbers different from the price in words, the Township of Clark will consider the price in words as the bidder's price.
26. The Township of Clark reserves the right to reject any or all proposals according to the law (N.J.S.A. 40A:11-1).
27. No official, employee or agent of the Township of Clark is permitted to accept gift(s) from vendors or others conducting business with the Township of Clark.
28. All materials or services furnished on a Purchase Order are specific and subject to Township inspection and approval within a reasonable time after delivery at the Clark destination indicated on the Purchase Order. Materials or services other than those specified in this Purchase Order and its attachments shall not be substituted without prior, written authority from the Township of Clark Administrator or Chief Financial Officer. Material rejected will be returned at the vendor's risk and expense.
29. The Township of Clark Department Head who receives the item(s) in full or service(s) rendered in full is required to sign the Purchase Order/Voucher, certifying all items were received or services rendered in full as listed on the Purchase Order.
30. The Township of Clark does not pay any late fees or interest charges.

INTENT AND BACKGROUND

The Township of Clark NJ is soliciting proposals for a five-year rolling assessment in which the successful company shall inspect 20% of the homes each year. The successful firm/individual is required annually to notify the residents that the reassessment is ongoing. All letters sent to the general public must first be approved by the Tax Assessor.

The Firm shall comply with the standards and conditions as herein set forth. The Firm acts as the agent of the municipal tax Assessor and all determinations made by the Firm shall be submitted to and approved by the municipal Assessor.

In addition to any requirements specifically listed within this RFP, all proposals must comply with the current New Jersey State Statutes, Administrative Code, and standard reassessment requirements of the Division of Taxation and Union County Board of Taxation. Real property should be valued in accordance with N.J.S.A. 54:4-1 et seq.

All Firms must submit one (1) complete ORIGINAL proposal, clearly marked as the “ORIGINAL” and Three (3) full, complete and exact copies of the ORIGINAL. All proposals must be submitted in a SEALED ENVELOPE bearing the Firm’s name and address of the Firm on the face of the envelope and addressed to the Municipal Clerk, Township of Clark, 430 Westfield Avenue, Clark, NJ 07066. All proposals must be received no later than 10:00 am on Thursday June 8, 2023.

Any questions regarding this RFP must be in writing to the Municipal Tax Assessor, Michael Ross via fax (732-388-0581), email mross@ourclark.com with a copy to cfluta@ourclark.com or regular mail or delivery service (Township of Clark, 430 Westfield Avenue, Clark, NJ 07066) and must be received by 12:00 pm on June 2, 2023. Any changes to this proposal will be in the form of an addendum issued to all Firms who picked up or were delivered this RFP.

STATISTICS

The Township of Clark is 4.494 square miles in size. The population based on the 2021 Census Report is estimated to be 15,393. At present, single-family dwellings account for approximately 89% of the Township’s more than 4874 housing units. The 2023 net taxable value is \$3,243,492,900 with an additional \$338,576,915 as exempt. Attached to this request is a breakdown of the Township’s line items by class under the heading ANNUAL REVALUATION OF ALL REAL PROPERTY SITUATED IN THE TOWNSHIP OF CLARK, PROPOSAL FORM

The Township’s line items are illustrated on 42 tax map pages. The contract will be approved based upon final action of the Division of Taxation of all documents submitted.

SCOPE OF WORK

ARTICLE 1 – CONTRACT CONTINGENT UPON APPROVAL OF THE DIRECTOR OF THE DIVISION OF TAXATION

- A. The Agreement is contingent upon approval of the Director of the Division of Taxation and shall not be executed nor effective until such approval is received by the Township.

- B. The Firm shall not assign or transfer the Agreement or any interest therein without written permission from the Township, the surety company, the Union County Board of Taxation and the Director of the Division of Taxation.
- C. No changes will be permitted in the Agreement except upon mutual consent of the parties and written permission of the surety company, the Union County Board of Taxation and the Director of the Division of Taxation.

ARTICLE 1A – REQUIRED INFORMATION TO BE SUBMITTED WITH PROPOSAL

The RFP Proposal Form lists the breakdown of the Township’s ratables and exempt properties. This list is attached in an effort to only assist the Firms with submitting uniform proposals. All proposals shall illustrate the costs for additional (new) line items that may be created due to approved subdivisions that occur during the process of the annual revaluation.

In addition to the forms elsewhere in these specifications that need to be completed and submitted, the following is **additional information that also needs to be submitted with the proposal:**

- A. A list of municipalities in New Jersey and outside the State where revaluations have been performed by the Firm during the past five years and the number of tax appeals filed in each community for the three (3) year period subsequent to completion of the revaluation and the percent of appeals that were sustained or upheld per municipality.
- B. The names and addresses of the Firm’s officers and the number of years each officer has been engaged in real property valuation. Please include copies of their resumes which shall include their past employers and their job titles and responsibilities.
- C. Resumes of any key personnel to be involved in the revaluation.
- D. A list of the employees expected to be assigned to the Township of Clark’s revaluation project and their qualifications.
- E. A statement of whether any litigation involving the Firm’s performance or revaluation contract has occurred during the past five years and, if so, explain in detail the nature of such litigation and the results thereof.
- F. The names and addresses of the Firm’s parent corporation and subsidiaries, if any.
- G. Proposed project schedule.
- H. Conflicts of interest, if any.

ARTICLE 2 – CONFLICTS OF INTEREST

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

- B. Neither the Firm nor any of its members, employees, officers or stockholders shall represent any property owner or taxpayer filing a tax appeal with the Union County Board of Taxation or Tax Court of the State of New Jersey for properties located in the Township of Clark, during the term of the Agreement and for two years thereafter. The Firm shall disclose if any of the Firm's employees have been engaged with any properties located in Clark within the last two years.
- C. Neither the Firm nor any of its members, employees, officers or stockholders shall represent any property owner or taxpayer filing a tax appeal with respect to a revaluation completed by the Firm, during the term of the Agreement and for two years thereafter.
- D. All real property owned either in whole or in part within Clark by any employee of the Firm, or by any company that such employee has an interest in shall be disclosed with the submission of the proposal.
- E. If any employee of the Firm shall have any interest whatsoever, in any property within Clark, such property shall be valued by an independent appraiser to be chosen by the Municipality and paid for by the revaluation company.

ARTICLE 3 – QUALIFICATIONS OF PRINCIPALS AND EMPLOYEES OF THE APPRAISAL FIRM

- A. Personnel assigned to perform the various tasks for the Township's revaluation will be full-time and experienced in their designated tasks. The personnel who will be responsible for developing the final values for each of the property classes are required to have at least the following certifications:

Class 2 & Class 1 Vacant Land – Certified Tax Assessor (CTA)
Class 4, Class 4 Vacant Land & Class 15 – State Certified General Real Estate Appraiser License and Certified Tax Assessor (CTA)
- B. The Firm shall designate one of its principals to act as the Firm's representative in connection with the revaluation program. This representative shall be fully responsible to the Municipal Tax Assessor for the completion of all work pursuant to this contract and the manner in which it is performed.
- C. The principals and employees of the Firm engaged in the revaluation program undertaken pursuant to the Agreement shall possess the following minimum qualifications:
 - 1. Principal Appraisers. The principal appraisers in charge of the mass appraisal work shall have not less than ten (10) years of practical experience involving diverse commercial, industrial, apartment and residential properties. Five (5) years of this experience shall have been in the mass appraisal field and shall have occurred within the past seven (7) years. The principal Class 4 appraiser and those who have controlling interest in the Firm shall be State Certified Real Estate Appraisers and shall have at least ten (10) years of full time, practical and extensive appraisal experience in the valuation of the four classifications of real property.

2. Supervisors. The supervisor(s) in direct charge of the work in the field shall have had not less than five (5) years of industrial, apartment and residential properties experience in the field of revaluation. Three (3) years of this experience shall have been in the mass appraisal field and shall have occurred within the past five (5) years.
 3. Field Inspectors. All field personnel involved in the inspection of properties for prime data to be entered on property record cards shall have not less than one (1) year of experience in the mass appraisal field. All field personnel shall be twenty-one (21) years of age or older, be graduates of secondary school, and be thoroughly trained in all phases of their work.
 4. Training required. All employees other than supervisory personnel engaged in work on the revaluation project shall have received at least 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 prior to commencing actual work on said project.
- D. Classification of all properties in the revaluation project and final determination of all land values shall be done by personnel who possess qualifications at least equal to those of supervisors.
 - E. With the proposal submission, the Firm shall submit to the Municipal Tax Assessor resumes of all personnel and employees who will be performing work on the revaluation project, establishing possession of the required qualifications by all such personnel.
 - F. Any requested change in personnel by the Firm during the term of the Agreement and/or the course of the revaluation project shall be submitted in writing to and approved by the Municipal Tax Assessor before the change shall be effectuated.
 - G. The Municipal Tax Assessor may require the Firm to remove any employee or agent of the Firm from work on the revaluation program, if in the sole opinion of the Assessor, that person is incompetent or negligent in the performance of his duties, or is guilty of misconduct or improper behavior. Such employee or agent of the Firm shall not perform any further work in connection with the revaluation project without the prior written approval of the Assessor.

ARTICLE 4 – CONDITIONS TO BE MET BY THE TOWN

The Municipality shall furnish the Firm with the following, except it is understood that no original documents shall leave Municipality premises:

- A. An up-to-date tax map approved by the State and deemed suitable for revaluation use shall be made available prior to the commencement of this contract. It shall be the duty of the Firm to ascertain from time-to-time during the course of the work whether there have been any new subdivisions or other tax map changes. In the event that any tax map changes should occur, it is then the obligation of the Firm to utilize such information for revaluation use. In the event that such changes are brought to the attention of the Firm at any time prior to the completion of

this revaluation, it is the Firm's duty and obligation to utilize such information to compute the appropriate assessments at no additional charge.

- B. Such deed abstracts and SR1-A forms as are on file in the Assessor's office. The Firm shall not remove such deed abstracts or SR1-A forms from the Assessor's office, but shall have access to said documents during regular Municipal business hours. Existing property record cards shall only be provided to the Firm upon written presentation of reasons for their use in the revaluation project satisfactory to the Assessor.
- C. Official records may be on file with various Municipal offices and are necessary to assist the Firm with its performance of the revaluation project. Such records may not be removed from the Municipal departments and offices by and in which they are maintained but shall be accessible to the Firm during regular Municipal business hours.
- D. Via first class mail, letters of introduction to property owners to facilitate access by the Firm's representatives to property to be appraised.
- E. The mailing addresses of all owners of property in the Municipality to enable the Firm to maintain a current mailing list.
- F. A copy of the current Land Use Ordinance which includes zoning regulations and a zoning map as well as any amendments to the ordinance adopted and variance applications made during the course of the revaluation project.
- G. Two (2) copies of an up-to-date tax map and (4) copies of a reduced tax map (11 x 17).

ARTICLE 5 – SCHEDULE OF WORK REQUIRED

- A. **Commencement and Completion Dates.** The Firm 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 the mailing of assessment notices, taxpayer reviews and defense requirements, by November 1.
- B. **Phases of Work to be Performed According to Schedule.** The Firm shall perform the work in accordance with the plan submitted to the Assessor and the schedule that is attached to and made part of this contract.
 - a. **Written Schedule of Work Required.** A written progress report shall be submitted by the Firm to the 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 Firm shall provide a written explanation to the Assessor and a reassessment report known as the State Form POW/RSR where the progress of work is not in accordance with the contract schedule.

ARTICLE 6 – PROCEDURES REQUIRED TO BE FOLLOWED BY THE FIRM DURING THE COURSE OF THE REVALUATION PROJECT

- A. **Review of Work Progress.** The Firm shall cooperate with the Municipal Tax Assessor, who is hereby designated as Clark's representative, for purposes of determining compliance by the Firm with the performance standards established herein.
- a. **Inspection of Work by the Assessor.** The Firm shall permit the Assessor to inspect any aspect of the work in progress at all stages of completion, to the end that objectives of the Agreement may be achieved.
 - b. **Requested Information to be Provided by the Firm.** A principal or Supervisor of the Firm shall meet and confer with the Assessor, and provide him with such information in addition to the monthly progress reports that he may request, whenever he deems it necessary to enable him to fully discharge his duties under the Agreement and as the Municipal Tax Assessor.
 - c. **Spot Checks.** During the course of the field inspection phase of the revaluation project, the Assessor and the Firm shall conduct spot checks in the field to verify that required procedures have been followed.
- B. **Use of Municipal Records.** An accurate record of all official municipal records reviewed, considered and used by the Firm shall be kept by the Firm and delivered to the Assessor upon completion of the revaluation project.
- C. **Field Procedures.** A careful and complete field inspection shall be made of a thorough inspection of 100% of all exteriors will be done each year. A diligent attempt will be made to inspect the interiors of 20% of all property types so that over a five-year period 100% of the property's interiors will be inspected. Interior inspections performed each year will be at the discretion of the Assessor. Each required inspection shall be undertaken and completed in compliance with the following:
- a. **Recording of Data.** All information and measurements which are necessary to determine the full and fair value of each property shall be taken and recorded.
 - b. **Photo Identification.** The Firm shall supply each of its field representatives with a photograph identification card and shall get written approval from all its employees who will be working in the municipality for a standard State and Federal background check. Standard State and Federal background check shall mean a police check acceptable to the Chief of Police of the Township of Clark. Field inspectors shall be provided with photo identification cards by the Firm, which shall be conspicuously displayed at the time of inspection. Field inspectors shall show every courtesy to the occupants of the properties inspected.
 - c. **Property Records** The Firm shall utilize existing records of properly labeled individual property record cards similar in form and content to those illustrated in the Real Property Appraisal Manual. Distinct property record cards for each of the four classifications of real property shall be provided.

- d. **Time of Inspections.** The Firm shall schedule inspections during reasonable hours which shall include evenings and Saturdays.
 - e. **Inability to Gain Entry to Property** The Assessor shall be notified in writing of each failure to gain entry to a property and a list of all non-entries and reasons for same shall be provided to the Assessor prior to the mailing of values.
 - f. **Written List of Non-Entries.** A list of all non-entries and/or refusals and reasons for same shall be provided to the Assessor prior to the establishment of values. In no case shall a value be estimated by the Firm without the prior knowledge and consent of the Assessor.
 - g. **Signature of Owner or Occupant.** Upon each inspection, the date of the inspection and the signature of the owner or occupant shall be affixed to the inspection card, verifying that the building was measured, and the interior thoroughly inspected.
 - h. **Discovery of Omitted Properties.** The Firm shall notify the Assessor of any properties discovered during the course of the inspections that are not on the tax lists. Such notification shall be provided in sufficient time to permit the Assessor to lawfully place an added/omitted assessment on the property.
 - i. **Inspector of Work by Assessor.** The Assessor shall be responsible for ascertaining during the course of the performance of the contract that the work is progressing properly and is of good quality. The Firm shall permit inspection of its work in progress at all stages by the Assessor and shall furnish information with respect thereto as may be required by the Assessor.
 - j. **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 Real Property Appraisal Manual for New Jersey Assessors or the Marshall and Swift Cost Estimator Program shall be used for all commercial and industrial properties. The use of any other appraisal manual as a basis for valuing real property shall require approval by the Director.
- D. **Taxpayer Review.** Upon the completion of preliminary appraisals by the Firm, a written notice approved by the Assessor as to form shall be sent first class mail to each property owner setting forth the valuation and advising how and when informal taxpayer review hearings shall be scheduled and held and where to call for an appointment. Said letter shall be sent by the Firm at its own cost and expense.
- a. The Firm shall provide each taxpayer with an opportunity to review the proposed assessment of their property.

- b. The Firm, at its expense, shall mail a written notice, approved by the Assessor, indicating the appraised value of the property, and advising the taxpayer of his right to attend an individual informal review. No value notifications will be mailed prior to November 10.
- c. Informal reviews shall be held at a designated location within the Municipality and the Firm shall schedule sufficient time to fully review and discuss the proposed assessment with the taxpayer.
- d. Each taxpayer attending a review shall be afforded an individual meeting with a qualified person employed by the Firm.
- e. Sufficient time shall be allowed to hear and conclude reviews.
- f. A written record of each review shall be provided to the Assessor in a format approved by the Assessor.
- g. Suggested revisions by the Firm resulting from the taxpayer review shall be made with the consent of the Assessor.
- h. Each taxpayer shall be informed in writing by the Firm of the result of their assessment review within four weeks of the conclusion of all reviews. The notice to the taxpayer will be in a manner approved by the Assessor.

ARTICLE 6 – PERFORMANCE STANDARDS FOR THE VALUATION OF THE PROPERTY BY THE FIRM

- A. **Three Approaches to Value Required.** The Three approaches to value, where applicable, shall be used in appraising all property.
 - a. 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 Marshall-Swift Valuation manual will be utilized for the cost approach of class 4 properties.
 - b. The Firm shall collect and analyze local sales that occurred during the previous three years, in its application of the market data approach. The Firm shall prepare a sample format that will be used in the application of this approach to value.
 - c. With respect to the income approach to value, the Assessor shall facilitate the Firm's performance of this approach by requesting a statement of income and expenses as provided under N.J.S.A. 54:4-34 for income producing property. In conjunction to the information obtained from this source, the Firm shall also analyze the local marketplace 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.

- d. The three approaches to value shall be reconciled and the final estimate of value shall be clearly noted on the property record card.
- B. **Exempt Properties.** All exempt properties shall have a property record card prepared containing all the information which would otherwise be required. The full and fair value shall be determined and shall be indicated on the property record card as if it were taxable.
- C. **Property Under Construction** The Firm shall determine the percentage of completion and the appraisal value of property that is under construction or alteration as of October 1, preceding the implementation of the reassessment.
- D. **Qualified Farmland** Land qualified under the Farmland Assessment Act of 1964 (N.J.S.A. 54:4-23.1 et seq.) shall be valued in accordance with its qualified value and its market (highest and best use) value.
- E. **Land Valuation.** All land assessments will be updated to current values as of the October 1 pretax year assessment date using generally accepted land valuation procedures.

ARTICLE 7 – PROPERTY RECORD CARDS

- A. The Firm shall include real property identification material on properly labeled individual property record cards similar in form and content to those illustrated in the most recent Real Property Appraisal Manual for New Jersey Assessors. Distinct property record cards for each of the four classifications of real property shall be provided by the Firm. The format of the cards is to be approved by the Assessor, prior to the Municipalities signing of the Contract.
- B. Each property record card shall contain, at a minimum, the following information:

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

- a. A scaled sketch of the exterior of the building dimensions.
- b. Notations of significant building components and measurements as ascertained from both an interior and exterior inspection.
- c. 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.
- d. Where more than one property card is required in the description of a property, all cards shall be assembled in a standard file folder and properly labeled.

- e. Each property record card shall identify the individual making the inspection and set forth the date when the interior inspection was made.
- f. A digital color photograph of all improvements on each lot shall be affixed to each property record card.
- g. Each interior inspection shall be verified by the owner's or occupant's signature on the property record card.

ARTICLE 8 – LAND VALUE / NEIGHBORHOOD MAP

- A. Following the formulation of land valuations, a land value map shall be prepared for the Assessor for his/her review which indicates all unit values and underlying data used to derive unit values. The land value map shall also have delineated all homogeneous neighborhoods. 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 Assessor at the end of the reassessment. Preliminary land values will be given to the Assessor as they are developed during the course of the program for the Assessors input.

ARTICLE 9 –DEFENSE OF APPEALS; OTHER EXPERT TESTIMONY

- A. The Firm shall assist by providing expert witnesses in the defense of all valuations rendered to the Municipality that are appealed to the Union County Board of Taxation.

The Firm's obligation with respect to this requirement is limited to the initial appeal of an assessment during the year in which the reassessment is implemented and one year thereafter. Such assistance shall include a qualified expert from the Firm who is knowledgeable with the properties that are appealed.

ARTICLE 10 –SURETY AND INSURANCE

- A. **Insurance to be Provided by Firm.** Simultaneously with the execution of the Contract, the successful Vendor shall comply with the insurance requirements specified below. Certificates of liability and worker's compensation insurance satisfactory to the Municipality shall be filed with the Municipality. The Certificate of Insurance required herein to be provided to the Municipality shall provide that the Municipality be provided with Notice of Cancellation at least twenty (20) days prior to cancellation.

The Municipality shall be named an additional named insured party on all insurance policies.

All of the Firm's insurance shall contain provisions indemnifying and saving harmless the Municipality and its agents from and against any and all liability of whatever nature arising from the work to be performed under the Contract, including attorney's fees and costs in connection with the defense of such claims. The Certification of Insurance furnished by the Firm shall state specifically that the above indemnification is guaranteed by the policy. Such statement, if not included in the body of the policy, will be typed on the face or back of the certificate.

The minimum amounts of insurance to be carried by the Firm shall be as follows:

1. WORKER'S COMPENSATION & EMPLOYERS LIABILITY INSURANCE.

The Firm shall take out and maintain during the life of the Contract adequate worker's compensation and employer's liability insurance for all employees employed in connection with the work, and in case any work is sublet, the Firm shall require each sub-contractor similarly to provide worker's compensation and employer's liability insurance for the latter's employees, unless such employees are covered by the protection afforded by the Firm's insurance.

Coverage A shall be New Jersey Statutory.

Coverage B (Employer's Liability) shall be unlimited as per the New Jersey Worker's Compensation Law.

2. COMPREHENSIVE GENERAL LIABILITY INSURANCE.

Limits shall be a minimum of \$1,000,000 bodily injury per person and \$1,000,000 per occurrence, and \$250,000 property damage coverage. The Certificate of Insurance must indicate coverage at the above limits for:

- A. Contractually-indicated on the face of the Certificate as being in accordance with the specifications.
- B. Independent Contractors (if any).
- C. Completed Operations.

3. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE.

Limits shall be a minimum of \$1,000,000 bodily injury per person and \$1,000,000 per occurrence, and \$250,000 for property damage coverage. The Certificate of Insurance must indicate coverage at the above limits for:

- A. Hired Vehicles.
- B. Non-Owned Vehicles.

CERTIFICATE OF INSURANCE MUST INDICATE THAT THE MUNICIPALITY HAS BEEN NAMED AS AN ADDITIONAL NAMED INSURED FOR THIS CONTRACT.

- B. **Certificates of Insurance Required.** Prior to the commencement of work under the Agreement, certificates of insurance shall be provided by the Firm evidencing compliance with the aforesaid requirements and that the Municipality is an additional named insured on each mandated policy.
- C. **Performance Bond to be Furnished by Firm.** Prior to commencement of work under the Agreement, the Firm shall also provide the Municipality with a performance surety bond in the amount of 100% of the contract price. The bond shall be issued by a reputable bonding company authorized to do business in the State of New Jersey. Said bond shall include the requirements of the Agreement that relate to the defense of tax appeals. It shall guarantee the full and faithful performance of the contract and shall assure the payment of all wages to persons who have performed work for or furnished materials to the Firm in connection with the performance of the Agreement. This bond shall continue in force until the responsibilities of the Firm under the Agreement shall have been concluded; provided, however, that the amount of the bond may be reduced to an amount equal to ten percent (10%) of the contract amount when the revaluation has been accepted by the Assessor. The reduced amount of the bond shall remain in effect for the period necessary to cover the defense requirements of the Agreement.

- D. Compliance with the requirements of this Article shall be determined by the Municipal Attorney. The form and sufficiency of the performance bond shall also be approved by the Municipal Attorney.

ARTICLE 11 – CONTRACT PRICE

- A. **Contract Price.** The Firm shall be entitled to receive a total sum for all services performed pursuant to the Agreement with the exception of the following goods and services for which the Firm shall be separately compensated as more particularly set forth hereinafter: the appraisal of line items that were not included in the tax duplicate for the 2024 tax year (see **Exhibit B** for a summary of the line items), as well as those items not contained in the tax duplicate for the year preceding the implementation of the annual revaluation (as set forth in **Paragraph C** herein below). Insurance and bond expenses incurred to comply with the requirements of the Agreement shall be borne by the Firm. All other expenses incurred by the Firm incidental to its performance of the Agreement shall also be borne by the Firm.
- B. **Progress Payments to be Made by Township.** 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 Firm bill more than 90% of the total contract 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.
- C. **Default in Performance by Firm.** In the event that the Firm defaults in the performance of its obligations under the Agreement or fails to meet the Schedule of Work, the Municipality shall have the right to obtain the services of another revaluation firm to complete the revaluation, seek damages for any and all costs incurred by the Municipality as a result of the violation of the terms of the Agreement by the Firm, withhold further progress payments until compliance is effected, and/or take any other legal action that the Municipality may deem necessary.

ARTICLE 12 - MISCELLANEOUS PROVISIONS

- A. **Contract Provisions Deemed Controlling.** In the event the provisions of the Agreement differ in any respect from the requirements of N.J.A.C. 18:12-4, then to the extent the provisions of the Agreement exceed those minimum standards, the contract provisions shall control.
- B. **Compliance with State Standards.** These contract documents will meet or exceed the standards of all pertinent statutes and the rules and regulations of the Director of the Division of Taxation.
- C. **Hold Harmless.** The Firm agrees that it shall defend, indemnify, and hold harmless the Municipality and its officers and employees, and each of them, against and from all suits, actions, claims, demands and costs to which the Municipality or any of its officers or employees may be put by any person whomsoever, through the negligence or willful act of the Firm or any of its officers, employees, agents, or subcontractors.

- D. **Waiver of Rights.** Approval of a progress payment by the Assessor and payment of a progress payment by the Municipality shall not constitute a waiver by the Municipality of its right to insist that all of the work performed by the Firm be of good quality as required by the Agreement. The acceptance of final payment by the Firm shall constitute a waiver of any and all other claims against the Municipality by the Firm arising out of the performance of the Agreement.
- E. **Office Space, Facilities, Records, and Phone.** The Firm must provide its own office space within the Township of Clark or if no space is available, within a municipality bordering the Township of Clark. The Firm must provide a sufficient number of computer lines at its expense, if needed. The Firm shall provide all the furniture, equipment, machines, and other items required in connection with this project at its own expense. This also relates to computer equipment for encoding.

The Firm shall provide adequate telephone service throughout this project so as to handle any inquiries by interested persons at the Firm's expense. Prior to mailing notices of valuation, the Firm shall have at least two (2) manned-incoming telephone lines to accept inquiries from taxpayers. The Assessor shall be provided with a list of telephone numbers being used by Firm personnel in order to maintain communications between all parties.

- F. **Pay-to-Play Requirements** – Pursuant to P.L.2005, c.271, §3, any business entity that has received \$50,000 or more in a calendar year through agreements or contracts with public entities must file an annual disclosure statement with the Commission.

Pursuant to N.J.S.A. 19:44A-20.27, any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

ARTICLE 13 – SELECTION CRITERIA

All proposals will initially be reviewed by the Assessor, Chief Financial Officer, Administrator and Finance Policy Committee who will then submit copies to the Governing Body for their review based upon the below criteria:

- A. The Firm shall provide documentation evidencing compliance with all of the criteria set forth herein. Proposals will be reviewed and award of contract will be based upon the following criteria:
 1. Qualifications and Experience
 - a. Experience and reputation of the Firm in valuating real property
 - b. Experience of the Firm in performing revaluations for municipalities similar in size and scope to Clark
 - c. Qualifications of the individuals who will perform the required services, and their respective participation
 - d. Experience of the individuals as it relates to the particular expertise required to perform the contract
 - e. Experience with or specific knowledge of the Township of Clark as it pertains to this contract
 2. Knowledge and Technical Competence
 - a. Ability of the Firm to perform the services on a timely basis, including staffing and familiarity with the subject matter
 - b. Training recommendations and methodology for Assessor's office and other Township staff
 - c. References
 - d. Compatibility of software programs with the Municipalities software programs and computer system
 3. Public Relations
 - a. Quality and content of marketing/collateral material samples provided
 - b. Sensitivity training of employees during the revaluation and appeal process
 - c. Website – support of the Municipalities website, completeness of the Firm's, and accessibility to the public and Township

4. Cost consideration – Includes but is not limited to fee schedule to be charged, fees paid by public entities of similar size and make-up for comparable level of services
5. Overall confidence that the Firm can produce a quality revaluation within the established time frame
6. Formal Interview with the Assessor, Chief Financial Officer, Administrator and Finance Policy Committee prior to the final selection by the Governing Body
7. Conflicts
 - a. Number of towns being appraised at the same time as Clark
 - b. Employment of Clark residents
 - c. Tax Appeals of Clark properties (if Firm has represented Clark residents)
 - d. Business relationships with Clark based companies
 - e. Ongoing litigation/past litigation within the past five (5) years
8. Work Plan – onsite presence during the annual revaluation process, frequency of progress updates with town personnel, payment schedule, etc.
9. Financial Stability / Security – security protocols and considerations, liability and other insurance, financial statements, background checks, bonding, etc.
10. Post Tax Evaluation Process – appeal rate (number of appeals and percentage of appeals versus total units), success rate, staffing (support of appeals), percentage of defensible appeals, etc.
11. Other factors if demonstrated to be in the best interest of the Township of Clark
12. Compliance with the submission documents

EXHIBIT B
ANNUAL REVALUATION OF ALL REAL PROPERTY SITUATED IN THE TOWNSHIP OF
CLARK

PROPOSAL FORM

(PAGE 1 OF 3)

The undersigned declares that s/he has carefully examined this entire RFP document and that s/he will provide all the necessary labor, tools and equipment, and all else necessary therefore and incidental thereto for the items of proposal, complete and in place, for the prices hereinafter quoted. All prices shall include direct and indirect pricing, including but not limited to, all necessary equipment, materials, labor, permit fees and travel expenses to conduct each requirement under this contract. All sums shall remain fixed for the term of the contract. The Township of Clark is exempt from paying NJ State sales tax.

<i>Class</i>	<i>Description</i>	<i>No. of Parcels</i>	<i>Unit Price</i>	<i>5 year Total</i>
1	Vacant Land	61	\$	\$
2	Residential (4 Family or Less)	4874	\$	\$
3A	Farm Regular	0	\$	\$
3B	Farm Qualified	0	\$	\$
4A	Commercial	229	\$	\$
4B	Industrial	13	\$	\$
4C	Apartment	9	\$	\$
5A	Class 1 Railroad	5	\$	\$
5B	Class 2 Railroad	1	\$	\$
6A	Telephone	1	\$	\$
15A	Exempt Public School	15	\$	\$
15B	Exempt Other School	0	\$	\$
15C	Exempt Public Property	99	\$	\$
15D	Exempt Charitable	18	\$	\$
15E	Exempt Cemeteries	10	\$	\$
15F	Exempt Miscellaneous	69	\$	\$
Grand Total		5,404	\$	\$

WRITE Grand Total in WORDS: _____

WRITE Annual Total in WORDS: _____

Note: Do Not Detach This Proposal from the Specifications

PROPOSAL FORM

(PAGE 2 OF 3)

THE UNDERSIGNED, as vendor, declares that the only person or parties interested in this proposal as principals are as named below, that this proposal is in all respects fair and without collusion or fraud; that s/he has carefully examined all documentation provided; and that s/he proposes and agrees that, if this proposal is accepted, s/he will enter into a Contract with the Township of Clark to provide all the necessary materials, equipment, and labor specified in the proposal in the manner and time specified, and according to the requirements of the Township as therein set forth, and that s/he will take as full compensation for furnishing and delivering all materials, equipment and labor called for under these specifications complete in every detail for **ANNUAL REVALUATION OF ALL REAL PROPERTY SITUATED IN THE TOWNSHIP OF CLARK** the price listed above (Grand Total).

The successful vendor whose quote is accepted will be held responsible for any loss or error arising from his/her failure or misunderstanding of the requirements listed in the specifications.

The undersigned hereby acknowledges that the following information and/or documents are completed and contained within the proposal:

- ◆ **Statement of Individual(s) Owning 10% or More of Stock or Interest in the Bidder's Business Entity completed form (failure to submit this form with the proposal will result in rejection of the vendor's proposal).**

The Bidder is [] an individual; [] any form of Corporation; [] any form of Partnership; [] an LLC (check one). If a Corporation, Partnership or LLC, give exact name of Firm and also full name of Officer or Partner authorized to sign for it.

PROPOSAL FORM
(PAGE 3 OF 3)

It is understood and agreed that all prices quoted are firm and not subject to any increase during the life of the contract.

By _____
Authorized Signature and Title

Type Name of Authorized Signature

Company Name _____

Vendor's Business Address _____

Telephone Number () _____

Fax Number () _____

Date _____

STATEMENT OF INDIVIDUAL(S) OWNING 10% OR MORE OF STOCK OR INTEREST IN THE BIDDER'S BUSINESS ENTITY

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability company, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid of the corporation, partnership, limited partnership, limited liability company, limited liability partnership, Subchapter S corporation or sole proprietorship, there is submitted to the Township of Clark, a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability company, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. This form shall be submitted with the bid whether or not a stockholder or partner owns less than 10% of the business submitting the bid.

Date: _____

LEGAL NAME OF BIDDER: _____

Check which business entity the Bidder is:

Corporation _____

Complete if the Bidder is one of the 2 types of Corporations:

Subchapter S Corporation _____

Date Incorporated: _____

Partnership _____

Where Incorporated: _____

Limited Partnership _____

NOTE: If no stockholder or partner owns 10% or more of the business submitting the bid, please sign and date this form.

Limited Liability Company _____

Limited Liability Partnership _____

Sole Proprietorship _____

_____/_____
SIGNATURE DATE

BUSINESS ADDRESS:

STREET ADDRESS CITY STATE ZIP

TELEPHONE # FAX #

Listed below are the names and **complete** addresses of all stockholders 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 (attach additional pages if needed).

NAME ADDRESS CITY, STATE ZIP

NAME ADDRESS CITY, STATE ZIP

NAME ADDRESS CITY, STATE ZIP

NAME ADDRESS CITY, STATE ZIP

BUSINESS REGISTRATION OF PUBLIC CONTRACTORS

**(NO CONTRACT MAY BE AWARDED OR AUTHORIZED
WITHOUT SUBMISSION OF A VALID BUSINESS REGISTRATION CERTIFICATE)**

New Jersey Business Registration Requirements

Effective September 1, 2004, all business organizations that do business with a local contracting agency are required to be registered with the State of New Jersey and provide proof of that registration to the contracting agency before the contracting agency may enter into a contract with the business.

All named Contractors and Subcontractors in a proposal performing work for a local contracting agency must be registered with the State of New Jersey, Department of Treasury, Division of Revenue and must provide proof of all registrations prior to the time a contract or purchase order is authorized or awarded by the Township of Clark. Failure to submit proof of registration(s) for all named Contractors and Subcontractors with the bid package may delay the award of a contract until the required proof of registrations are received by the Township of Clark.

The Contractor shall provide written notice to its Subcontractors of the responsibility to submit proof of business registration to the Contractor.

Before final payment on the contract is made by the contracting agency, the Contractor shall submit an accurate list and the proof of business registration of each Subcontractor or supplier used in the fulfillment of the contract, or shall attest that no Subcontractors were used.

For the term of the contract, the Contractor and each of its affiliates and a Subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Any Contractor wishing to register should do the following:

Businesses must complete Form **NJ-REG** and submit it to the Division of Revenue. The form can be filed online or by mailing a paper form to the Division. Online filing is strongly encouraged.

- Register online at www.nj.gov/treasury/revenue/taxreg.htm. Click the "online" link and then select "Register for Tax and Employer Purposes."
- Download the paper form and instructions at www.nj.gov/treasury/revenue/revprnt.htm.
- Call the Division at 609-292-1730 to have a form mailed to you.
- Write to the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Registering as an individual: There is a simplified registration process for individuals doing business with any New Jersey government agency. The form (NJ-REG-A) can be downloaded from the web at www.nj.gov/treasury/revenue/pdforms/rega.pdf. To obtain a copy by mail, call 609-292-1730, or write to the Division at the Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Questions about the registration process? Call 609-292-1730.

How do I receive the proof of registration certificate?

- New registrants. When completing Form NJ-REG, make sure you answer "Yes" to the Contractor/Subcontractor question (Online - Item 17; Paper Form - Item 18). The Division of Revenue will mail the certificate to the mailing address you supply on your registration form.
- Previously Registered Businesses. Call 609-292-1730 and select option 3. The Division of Revenue's service agents will take your order and mail you a certificate. Please allow 7 to 10 working days to receive your certificate. Alternately, you may visit the Division's Client Registration Bureau in person and request a certificate. The address is 847 Roebbling Avenue, Trenton, NJ 08611. Service desk hours are 8:30 A.M. to 4:00 P.M., weekdays, excluding holidays.


A Company official's signature is required below to acknowledge that this requirement is read, understood and complied with:


COMPANY: _____ DATE: _____

SIGNATURE: _____

PRINT NAME & TITLE: _____

SAMPLES OF THE ONLY TWO ACCEPTABLE BUSINESS REGISTRATION CERTIFICATES FOLLOW

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107330	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01		
FORM-BRC(08-01)	 Acting Director	
<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>		

 STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112823533	

QUALIFICATION OF BIDDER

1. How many years has your organization been in business as a Contractor under your present name?

2. Have you ever failed to complete any work awarded to you?

3. Have lawsuits of any kind been filed with respect to any of your Contracts? Give full details.

4. Has any officer or partner of your organization ever failed to complete a contract handled in his own name?

5. List all contracts which you are now performing or for which you have signed contracts but not started work. (Give names and amounts of Contracts and Owners.)

6. Indicate method of financing this work if awarded:

7. Please list 3 references (**name, company, *complete address*, phone #**) familiar with your work. (Attach additional sheets as necessary):
Ref #1: _____

Ref #2: _____

Ref #3: _____

8. Additional remarks to be made here to evidence qualifications pursuant to article 3 and article 15 and any additional remarks

I hereby certify that the above information is correct as of this date.

Signed _____

Position or Title _____

Name of Firm _____

Date _____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____) ss

On this _____ day of _____ in the year 20____, before me personally came _____ to me known, who affirmed that he/she resides in _____, that he/she is the _____ of _____, the _____ described in and which executed the foregoing instrument; that he/she knows the seal of said _____; that the seal affixed to said instruments is such corporate seal; that it was so affixed by order of the _____ of said _____ and that he/she signed his name thereto by like order.

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

Notary Public of

My Commission expires:

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____) ss

On this _____ day of _____ in the year 20____, before me personally came _____ to me known, who affirmed that he/she resides in _____, that he/she is the partner or owner/President of _____, the Company described in, and which executed, the foregoing instrument; and thereupon he/she acknowledged that he/she signed, sealed, and delivered the same as his/her act and deed for the purposes therein expressed.

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

Notary Public of

My Commission expires:

BACKGROUND INVESTIGATION RELEASE

POLICE DEPARTMENT CONSENT FORM

(TO BE SUBMITTED ONLY UPON AWARD OF CONTRACT)

The undersigned hereby authorized the Municipality 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.

NAME (PLEASE PRINT OR TYPE)

DRIVER LICENSE NUMBER

SIGNATURE

WITNESS

The Township of Clark has provided this sample Consent of Surety form for submission to a Bidder's Insurance/Bonding company. Language such as this will be accepted; however, language that limits the timeframe in which the Township can process claims against a Performance Bond or language that states the Surety is conditional depending on Contract Terms will not be accepted. (Contract Terms will be as outlined in the Proposal Specifications).

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid to the undersigned Surety, and for other valuable consideration, the undersigned Surety, authorized to transact business in the State of New Jersey, certifies and agrees that if the contract entitled ANNUAL REVALUATION OF ALL REAL PROPERTY SITUATED IN THE TOWNSHIP OF CLARK is awarded to:

(Bidder's Name)

it will execute the bond or bonds as required by the Proposal Specifications and/or Contract Documents and will become Surety in the full amount set forth therein for the faithful performance of all obligations of the Bidder.

In Witness Whereof, said Surety has caused these presents to be signed and sealed and attested by a duly authorized officer and its corporate seal to be hereto affixed this _____ day of _____, 20_____.

(A Corporate Acknowledgement and Power of Attorney must be here attached by the Surety company).

Surety Company _____

By _____
Surety Company
Attorney-in-Fact

Attest:

WITNESS

TITLE

(Seal)

The Township of Clark has provided this sample Performance and Labor and Material Payment Bond form for submission to a Bidder's Insurance/Bonding company. Language such as this will be accepted; however, language that limits the timeframe in which the Township can process claims against a Performance Bond or language that states the Surety is conditional depending on Contract Terms will not be accepted. (Contract Terms will be as outlined in the Proposal Specifications).

PERFORMANCE AND LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____, as Principal, and _____ (surety), a corporation organized and existing under the laws of the State of _____ and duly authorized to do business in the State of New Jersey, as Surety, are held and firmly bound unto the Township of Clark as Obligee in the penal sum of _____ (\$_____) for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above-named Principal did on the _____ day of _____, 2023 enter into a contract with the Township of Clark for ANNUAL REVALUATION OF ALL REAL PROPERTY SITUATED IN THE TOWNSHIP OF CLARK which contract is made part of this bond the same as though set forth herein.

NOW, if the said _____ (Principal) shall well and faithfully do and perform the things agreed by them to be done and performance according to the terms of the said contract, and shall pay all lawful claims of beneficiaries as defined by N.J.S.A. 2A:44-143 for labor performed or materials, provisions, provender or other supplies or teams, fuel, oils, implements, or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined by N.J.S.A. 2A:44-143 having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract, or in or to the plans and specifications therefore, shall in any way affect the obligation of said Surety on its bond.

SIGNED, SEALED AND DATED this _____ day of _____, 20

ATTEST:

Witness:

By: _____
Principal

Witness:

By: _____
Surety Attorney-in-Fact

WORKERS AND COMMUNITY RIGHT TO KNOW ACT
(N.J.S.A. 34:5A-1 et seq.)

Per N.J.S.A. 34:5A-1 et seq. (Workers and Community Right to Know Act) the State Department of Health has adopted a Workplace Hazardous Substance List (N.J.A.C. 8:59-9) which includes 2051 substances that pose a threat to the health and safety of employees. Therefore, under the provisions of N.J.A.C. 8:59-7, each Bidder must furnish the Township of Clark a "Material Safety Data Sheet" for each product they supply which contains a substance listed on the Hazardous Substance List (N.J.A.C. 8:59-9). These Material Safety Data Sheets must be submitted to the Township of Clark upon receipt of proposals. The Township of Clark reserves the right to request that a copy of the applicable Material Safety Data Sheet be forwarded with the delivery of a product to the appropriate department. Furthermore, under the provisions of N.J.A.C. 8:59-5, each product shall have a label affixed or stenciled onto any container that contains such substances and is going to be supplied to the Township of Clark.

AMERICANS WITH DISABILITIES ACT
Equal Opportunity for Individuals with Disability

The Contractor and the Township of Clark 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 thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township of Clark pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or Subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the Township of Clark in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Township of Clark, 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 incurred in connection therewith. In any and all complaints brought pursuant to the Township of Clark grievance procedure, the Contractor agrees to abide by any decision of the Township of Clark which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township of Clark or if the Township of Clark incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Township of Clark 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 proceedings is brought against the Township of Clark or any of its agents, servants, and employees, the Township of Clark shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Township or its representatives.

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

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

TOWNSHIP OF CLARK

430 Westfield Avenue
Clark, New Jersey 07066
(732) 388-3600

HOLD HARMLESS AGREEMENT

between the

TOWNSHIP OF CLARK

and

(Name of Organization/Company)

WITNESSETH:

1. I, _____, representing _____, agree to release, indemnify and hold harmless the Township of Clark from and against any loss, damage or liability, including attorneys' fees and expenses incurred by the organization/company and their respective employees, agents, volunteers or other representatives arising out of or in any way relating to the _____ (subject activity/permit/contract) _____ (applicable dates/times)

2. The applicant has furnished the Certificate of Insurance with limits of liability described below:

Workers Compensation/Employers Liability: _____

General Liability: _____

Umbrella Liability: _____

A true copy of the Certificate of Insurance is attached indicating the municipality is named as additional insured on all liability policies.

Authorized Signature: _____
(Applicant)

Please Print Name: _____
(Applicant)

Representing: _____
(Name of Organization/Company)

Date of Signature: _____

ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO PROPOSAL DOCUMENTS

Pursuant to N.J.S.A. 40A:11-23.1a, the undersigned Bidder hereby acknowledges receipt of the following notices, revision, or addenda to the proposal advertisement, specifications or proposal documents. By indicating date of receipt, Bidder acknowledges the submitted proposal takes into account the provisions of this notice, revision or addendum. Note that the local unit's record of Notice to Bidders shall take precedence and that failure to include provisions of changes in a proposal may be subject for rejection of the proposal.

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

Acknowledgement by Bidder:

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Print Legibly or Type Name and Title: _____

Date: _____

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 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 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 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

TOWNSHIP OF CLARK
PROPOSAL DOCUMENT SUBMISSION CHECKLIST
ANNUAL REVALUATION OF ALL REAL PROPERTY SITUATED IN THE TOWNSHIP OF
CLARK
June 8, 2023 10:00 AM

Did you remember to:

- Complete all sections of the Proposal Form, including writing your bid price(s) both in numbers and in words?
- Include the completed form Statement of Individual(s) Owning 10% or More of Stock or Interest in the Bidder's Business Entity (Stockholders Disclosure)?
- Include a copy of the State of New Jersey Business Registration Certificate for the Contractor?
- Submit a completed and notarized Non-Collusion Affidavit?
- Submit a completed Qualification of Bidder form?
- Submit the **appropriate** completed Acknowledgement (Corporate or Individual) depending upon the type of company?
- Submit a completed Hold Harmless Agreement?
- Complete, sign, date and submit the Acknowledgement of Receipt of Addenda regardless of any Addenda; if there are no addenda, write NONE in the box and complete, sign, date and submit?
- Submit examples of successful public outreach programs that the Firm has conducted with previous Municipalities.
- Submit any and all other documents as indicated elsewhere in the proposal documents?

*** Once completed, remember to enclose all proposal documents in a **sealed envelope properly endorsed with the name of the Bidder, with the designation "TOWNSHIP OF CLARK, SEALED PROPOSAL, ANNUAL REVALUATION OF ALL REAL PROPERTY SITUATED IN THE TOWNSHIP OF CLARK."**