

BID SPECIFICATIONS
FOR THE
TOWNSHIP OF WANTAGE
REASSESSMENT

**NOTICE TO BIDDERS: INVITATION TO BID
TOWN-WIDE REASSESSMENT OF REAL PROPERTY**

MUNICIPALITY: TOWNSHIP OF WANTAGE

Bids will be opened and read in public at the Wantage Township Municipal Building, 888 State Route 23, Wantage Township, Sussex County, New Jersey, on April 23, 2013, at 4:00 p.m., prevailing time. The Township will award a contract to the responsive, responsible bidder who has submitted the lowest bid.

Specifications and Forms of Bids for the approved work may be obtained by prospective bidders, during business hours, in the office of the Municipal Clerk, at the Wantage Township Municipal Building, 888 State Route 23, Wantage, New Jersey.

Bids must be submitted in standard proposal form and must be enclosed in a sealed envelope with the name and address of the bidder on the outside addressed to the Township Administrator, Township of Wantage, 888 Route 23, Wantage, New Jersey 07461, to be accompanied by a cashier's check or bid bond made payable without condition to the Township of Wantage in an amount not less than 10% of the amount of the bid, but not to exceed \$20,000 as per N.J.S.A. 40A:11-21. The Township will not be responsible for late mail deliveries and no bids will be accepted after the time stipulated in the NOTICE TO BIDDER.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

The Wantage Township Committee reserves the right to award a contract in its sole discretion and further reserves the right to reject any and all bids, waive irregularities, and decide as to the responsibility of the bidders, and make award on a lump sum basis.

The Township of Wantage recognizes and complies with the requirements of the Americans With Disabilities Act of 1990. As such, the Township of Wantage endorses nondiscrimination on the basis of disability in every public service provided through municipal departments, programs and contractors. It is a requirement and an expectation that all vendors who do business with the Township shall likewise endorse the philosophy of this act, and shall strive to meet the requirements of it in conducting its business affairs.

By Order of the Mayor and Committee

James Doherty, QPA

Pre-Bid Conference

A pre bid conference will be held for the purpose of reviewing the specifications and receiving any comments from interested parties.

This is not an opening or receipt of Bids. This is a Pre-Bid conference only.

The Pre-Bid conference will be held at 10:00 AM at 888 Route 23, Wantage, New Jersey 07461 on April 16, 2013 for the specific purpose of receiving comments for clarification of proposed specifications and bid documents for TOWNSHIP OF WANTAGE; if any.

Please read all documents carefully and identify any questions you may have before the pre bid conference.

While attendance at this Pre-Bid conference is not a requirement, Bidders are requested to attend.

PUBLIC BID OPENING AND READING;

Date: April 23, 2013 (Formal Bids To Be Received)

Time: 4:00 p.m.

Place: TOWNSHIP OF WANTAGE MUNICIPAL BUILDING
888 ROUTE 23
WANTAGE, NEW JERSEY 07461

TOWNSHIP OF WANTAGE
SUSSEX COUNTY, NEW JERSEY

SPECIFICATIONS

PROJECT: REAL PROPERTY REASSESSMENT
FORMAL BID OPENING: APRIL 23, 2013 AT 4:00 P.M.

TOWNSHIP OF WANTAGE
888 ROUTE 23
WANTAGE, NEW JERSEY 07461

*****NOTICE*****

BIDDERS ARE CAUTIONED TO EXAMINE ALL ATTACHED DOCUMENTS CAREFULLY AND TO EXECUTE AND SIGN ALL REQUIRED FORMS. ALL FORMS MUST BE TYPEWRITTEN OR WRITTEN IN INK.

DOCUMENTS CHECKLIST

Check the box of each document that is enclosed.

1. Listing of Subcontractors
2. Non-Collusion Affidavit
3. Affirmative Action Questionnaire
4. Statement of Bidder's Qualifications
5. If applicable, bidder's acknowledgment of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)

Name of Corporation, Partnership, Entity
or individual Bidder

Print Name and Title of authorized
representative of bidder signing this
document

Signature of Authorized Representative
of Bidder

Date

BIDDERS'S ACKNOWLEDGEMENT OF RECEIPT OF
NOTICES, REVISIONS OR ADDENDA TO
THE ADVERTISEMENT OR BID DOCUMENTS

The undersigned bidder hereby acknowledges receipt of the following Notices, Revisions or Addenda to the Advertisement or Bid Documents:

<u>Notice, Revision or Addendum No.</u> <u>Addendum</u>	<u>Date of Notice, Revision or</u>
_____	_____
_____	_____
_____	_____

(If space is insufficient, add additional pages)

Failure of the bidder to acknowledge the bidder's receipt of any notice or revisions or addenda to the advertisement or bid documents, in this document shall be deemed a fatal defect that shall render the bid proposal unresponsive and that cannot be cured by the Township.

SIGNATURE OF RECEIPT OF NOTICES, REVISIONS OR ADDENDA

IN WITNESS WHEREOF the bidder has signed this receipt or caused this receipt to be signed by the bidder's duly authorized representative(s).

Signature by or in behalf of Bidder

Printed Name and Title of Person
Signing in behalf of Bidder

Date: _____

LISTING OF SUBCONTRACTORS

The Company intends to utilize the following subcontractors to perform a portion of the work required for the Wantage Township Reassessment Project:

<u>WORK CATEGORY</u>	<u>NAME & ADDRESS OF SUBCONTRACTOR</u>
_____	_____
_____	_____
_____	_____

_____ If no subcontractors are to be utilized by the bidder please so indicate by initialing this line.

PROPOSAL FORM

TOWNSHIP OF WANTAGE

REASSESSMENT PROJECT

WITH RESPECT TO THE REASSESSMENT OF ALL REAL PROPERTY SITUATE
WITHIN THE BOUNDARIES OF THE TOWNSHIP OF WANTAGE

INSERT COMPANY NAME

DOES PROPOSE TO UNDERTAKE SAID REASSESSMENT PROJECT IN ACCORDANCE
WITH THE SPECIFICATIONS AND PROVISIONS AT A COST OF:

**COST FOR BASIC REASSESSMENT SERVICE INCLUDING FIELD INSPECTIONS AND
DATA COORDINATION (OFFICE ASSISTANCE) EXPRESSED AS ONE LUMP SUM:**

_____ DOLLARS (\$
_____))
(AMOUNT IN WORDS) (AMOUNT IN NUMBERS)

**COST FOR SERVICES IN DEFENSE OF APPEALS TO COUNTY TAX BOARD OR
STATE DIVISION OF TAXATION, EXPRESSED AS ONE BLENDED HOURLY RATE:**

_____ DOLLARS (\$
_____))
(AMOUNT IN WORDS) (AMOUNT IN NUMBERS)

THIS PROPOSAL IS SUBMITTED TO THE TOWNSHIP OF WANTAGE:

BY: _____
Print Name

SIGNED BY: _____

TITLE: _____

DATE: _____

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY :

COUNTY OF _____ : SS

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

I am _____ of the contractor of _____ the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into an 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 TOWNSHIP OF WANTAGE relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said project.

Subscribed and sworn to before me this _____ day of _____, 2013

Notary Public, State of _____

My Commission expires _____

Signature: _____

By: _____

SEAL

IF THE BIDDER IS AN INDIVIDUAL, SIGN NAME AND GIVE THE FOLLOWING INFORMATION:

NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____ S.S. #: _____-_____-_____

IF INDIVIDUAL HAS A TRADE NAME GIVE SUCH TRADE NAME:

TRADING AS: _____

TELEPHONE NO: _____

IF BIDDER IS A PARTNERSHIP, GIVE THE FOLLOWING INFORMATION:

NAME OF PARTNERS: _____

FIRM NAME: _____

ADDRESS : _____

TELEPHONE NUMBER.: _____

FEDERAL I.D. NO. : _____ S.S.# _____-_____-_____

SIGNATURE OF AUTHORIZED AGENT : _____

IF THE BIDDER IS INCORPORATED, OR IS AN LLC GIVE THE FOLLOWING INFORMATION:

STATE UNDER WHOSE LAWS INCORPORATED: _____

LOCATION OF PRINCIPAL OFFICE: _____

TELEPHONE NO: _____ FEDERAL I.D. NO.: _____

NAME OF AGENT IN CHARGE OF SAID OFFICE UPON WHOM NOTICE MAY BE LEGALLY SERVED: _____

TELEPHONE NO: _____

NAME OF CORPORATION: _____

SIGNATURE: _____

BY: _____ TITLE: _____

ADDRESS: _____

DISCLOSURE OF OWNERSHIP

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned (partnership) (corporation)

	_____ Corporate Name
Attest : _____	_____ Officer
_____ (Also, print or type name)	_____ (Also, print or type name)

(Affix Corporate Seal)

	_____ (Partnership) Name of Firm
Attest : _____	_____ Officer
_____ (Also, print or type name)	_____ (Also, print or type name)

Stockholders:

Name: _____	Name: _____
Home Address: _____	Home Address: _____
_____	_____
Name: _____	Name: _____
Home Address: _____	Home Address: _____
_____	_____
Name: _____	Name: _____
Home Address: _____	Home Address: _____
_____	_____

AFFIRMATIVE ACTION
QUESTIONNAIRE AND INFORMATION FORM
FOR PROCUREMENT AND SERVICE CONTRACT

Please complete the following questions and return with your bid. In the event that your firm is awarded the contract, this information will be used to provide your office with the necessary forms and will serve as a checklist to insure that all required documentation is submitted.

Does your firm have:

- | | | | |
|----|---------------------------------|-------|-------|
| A. | Fifty (50) or more employees? | _____ | _____ |
| | | Yes | No |
| B. | Less than fifty (50) employees? | _____ | _____ |
| | | Yes | No |

Fill out Part A if your firm has 50 or more employees.

Fill out Part B if your firm has less than 50 employees.

DO NOT submit any documentation or complete any forms at this time. **ONLY** answer the questions and sign the certification.

PART A - CONTRACT WITH 50 OR MORE EMPLOYEES

- 1. Does your firm have an existing federally-approved Affirmative Action Program?**
- | | |
|-------|-------|
| _____ | _____ |
| Yes | No |
- A. If YES, a photostatic copy of this letter of approval will be required to be submitted to the Public Agency.
- B. If NO, answer Question No. 2

- 2. Does your firm have a New Jersey Certificate of Employee Information Report Approval?**
- | | |
|-------|-------|
| _____ | _____ |
| Yes | No |

If **YES**, a photostatic copy of this certificate of approval will be required to be submitted to the Public Agency.

- 3.** If your answers to Questions No.'s 1 and 2 are NO, you will be required to submit a completed Employee Information Report (Form AA302). You will be required to distribute the copies as designated on the Form (2-Affirmative Action Office, 1-Public Agency, 1-retained by Contractor.)

PART B - CONTRACTOR WITH LESS THAN 50 EMPLOYEES

If your firm has less than 50 employees, you will be required to submit an Affidavit to that effect to the Public Agency.

I certify that the above information is correct to the best of my knowledge.

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

AFFIDAVIT FOR AFFIRMATIVE ACTION

STATE OF _____)

COUNTY OF _____)

being duly sworn, deposes and says that he resides at: _____

and that he is the

(Give Title)

of _____

who signed the above proposal or bid, that during the course of this contract, he will agree to the Plan for

Affirmative Action as outlined in the NOTICE TO BIDDERS, and more particularly detailed in the contract documents.

(Signature of Affiant)

Subscribed and sworn to before me this _____ day of _____, 2013.

AFFIRMATIVE ACTION AGREEMENT

The Contractor here agrees that during the performance of an agreement with the TOWNSHIP OF WANTAGE, it will in all respects comply with Chapter 127 of the Public Law of 1975 and further states agreement as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of his age, race, creed, color, national origin, ancestry, marital status or sex. 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 or sexual orientation. 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 contracting officer setting forth the provisions of this nondiscrimination clause.

B. The Contractor 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 or sex.

C. The Contractor will send to each labor union or representative of workers with which he has a Collective Bargaining Agreement or other agreement 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.

(Signature)

(Official Position)

P.L.1975, C.127 (N.J.A.C.17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND 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, or sexual orientation. 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, or sexual orientation. 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, or sexual orientation;

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 contractor 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 the regulations promulgated by the Treasurer pursuant to P.L.1975, C.127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable employment goals promulgated by the Treasurer pursuant to P.L.1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to CREED promulgated by the Treasurer pursuant to P.L.1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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, or sexual orientation, 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.

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, or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decision of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

STATEMENT OF BIDDERS QUALIFICATIONS
(TO BE SUBMITTED BY CONTRACTOR)

ATTACH A NARRATIVE STATEMENT DESCRIBING THE BIDDER'S QUALIFICATIONS TO CONDUCT THE WANTAGE TOWNSHIP REASSESSMENT PROJECT INCLUDING BIDDER'S FIELD PERSONNEL AND STAFF MEMBERS.

INCLUDE A LIST OF ALL REASSESSMENT PROJECTS UNDERTAKEN AND COMPLETED IN THE STATE OF NEW JERSEY, AS WELL AS A LIST OF ANY CURRENT REASSESSMENT CONTRACTS YOUR FIRM IS CURRENTLY CONDUCTING WITHIN THE STATE OF NEW JERSEY.

LIST OF EXCEPTIONS TAKEN

INFORMATION TO BIDDERS

James Doherty, as Qualified Purchasing Agent for the TOWNSHIP OF WANTAGE, Sussex County, New Jersey (herein after called the "MUNICIPALITY") invites bids for the project mentioned in the Notice to Bidders.

1. TIME AND PLACE OF OPENING OF BIDS

Bids will be received by the MUNICIPALITY at the time and place mentioned in the Notice to Bidders, and at such time and place will be publicly opened and read aloud. No bids shall be accepted after time specified.

2. DEFECTIVE BIDS

The MUNICIPALITY may consider defective any Bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and/or all Bids in accordance with Local Public Contract Laws (40A:11-1 et seq).

3. WITHDRAWING BIDS

Bids forwarded to the MUNICIPALITY before the time of opening of Bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that he is or represents the principal or principals involved in the Bid. Bids may not be withdrawn within twenty-four (24) hours of the stipulated time of opening bids.

4. QUALIFICATIONS OF BIDDERS

Bidders shall provide documentation of the qualifications of all field personnel and staff members that will be assigned to this project including the number of employees that will be specifically performing the functions of the project. A minimum as well as a maximum number of employees available and qualified to accomplish the work needed is required.

The bidder must comply with the contract time table.

5. EXPERIENCE AND CAPITAL REQUIRED

Bidders must be experienced in the kind of work required to be performed, have the equipment required and/or have the means to secure it, and have sufficient capital to properly execute the work within the time allowed.

6. UNSATISFACTORY PAST PERFORMANCE

Bids received from bidders who have previously failed to complete contracts within the time scheduled therefor, or who have performed similar work in an unsatisfactory manner, may be rejected. Any bidder that has or was under a law suit in regard to a Reassessment performed in the past five (5) years shall provide an explanation as to the circumstances of said law suit. Failure to do so may be grounds for rejection of said bid.

7. PREVAILING WAGE

If required by law, the Contractor will be required to comply with the provisions of the New Jersey Prevailing Wage Act.

8. COMPLETION AND SUBMISSION OF BIDS

Each bid must be submitted on a Standard Proposal Form as supplied in the specifications, and signed by the bidder or principal thereof and shall contain the name, address, and telephone number of the bidder. All prices and amounts must be written in ink or preferably typewritten. All erasures or corrections must be initialed by each signatory to the Bid. Each bid shall be contained in a sealed envelope addressed to James Doherty, Administrator/Clerk, TOWNSHIP OF WANTAGE, 888 ROUTE 23, NEW JERSEY 07461. Said envelope shall specify "WANTAGE REASSESSMENT" and must be delivered at the place and time required or mailed so as to be received prior to the opening time set in the advertisement. Bids received after the hour herein named or in unsealed envelopes marked "confidential bid" or without the bidder's name on the outside thereof, may not be considered.

The TOWNSHIP OF WANTAGE will not be responsible for bids forwarded through the U.S. Mail if lost in transit at any time before bid opening.

9. ERRORS IN PROPOSALS

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

No remedy provided within the terms of the contract and specifications shall be deemed to preclude the Municipality from taking any other action, but on the contrary, shall be deemed to be a remedy in addition to any and all other legal or equitable remedies permissible by law.

10. TIME FOR AWARD OF CONTRACT

The contract shall be awarded or all bids rejected within sixty (60) days after the opening of bids except where the invitation to bid states that the execution of the contract shall be subject to prior approval or disapproval by a Federal or State agency or department, in which event the contract shall be awarded or all bids rejected within thirty (30) days after the approval or disapproval by such Federal or State agency or department. All security delivered with the bids, except the check or bond of the three apparent lowest bidders shall be returned within ten (10) working days thereafter. Within three (3) days, Sundays and holidays excepted, after the awarding and signing of the contract and the approval of the contractor's performance bond, the bid security of the remaining unsuccessful bidders shall be returned to them.

11. PERFORMANCE SECURITY

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond or bonds of face value equal to one hundred percent (100%) of the amount of the Proposal as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the Contract Documents annexed hereto. The surety on such bond or bonds shall be duly authorized by a surety company satisfactory to the municipality and subject to municipality's attorney's approval.

The performance surety must be acceptable to the Township in both form and financial rating.

12. MODIFICATIONS OF BIDS

Any bidder may modify his bid by registered mail. Bids may not be modified within 24 hours of the stipulated time of opening bids.

13. MULTIPLE BIDS NOT ALLOWED

More than one Bid from an individual, a firm, partnership, corporation, or association of principals under the same or different names shall not be considered. The bid first submitted by date stamp and time received shall be the bid accepted by the Township for any bidder.

14. RIGHT TO WAIVE INFORMALITIES RESERVED

The Municipality expressly reserves the right to waive any informality in any Bid, and to accept the Bid which, in the Municipality's judgment, serves its best interests. The right is also reserved for the Municipality to award the contract in whole or in part as, in the Municipality's judgment, it deems appropriate as serving the public interest.

15. BIDDERS REFERRED TO LAWS

The attention of the bidders is especially directed to the provisions of the Federal, State, County and Municipal laws, statutes, and regulations that may apply to the work.

16. PAYMENT

Bills are publicly approved at regular TOWNSHIP OF WANTAGE Committee meetings. In order for a voucher to be placed at said meetings for approval, it must be submitted to the TOWNSHIP OF WANTAGE Assessor, be signed by all the appropriate TOWNSHIP OF WANTAGE officials and be presented to the Treasurer's office no later than the THIRD MONDAY OF EACH MONTH. .

17. INDEMNIFICATION AGAINST CLAIMS

The successful bidder shall indemnify and save the Municipality harmless from and against all suits, claims, actions, or judgment for any injury or damage sustained or alleged to have been sustained by any party or parties by reason of the use of defective materials, furnished and delivered under the contract to be awarded here under or by or on account of any act of omission or commission of any contractor, his, its, or their agents or employees and in case any such action be brought against the TOWNSHIP OF WANTAGE the contractor shall immediately take charge and defend same at his, its, or their own cost and expense. The TOWNSHIP OF WANTAGE may, if it so desires, defend such action and charge the expense of same to the contractor.

If the person and or firm to who an award is made shall fail to furnish and deliver the supplies or any item thereof within time specified and allowed the TOWNSHIP OF WANTAGE may cancel as to those supplies which are not furnished and or delivered and may also cancel the remainder of the order and may deduct and retain out of the moneys due, or which may become due to such person or firm from the TOWNSHIP OF WANTAGE, such sum as shall be sufficient to pay the difference between the prices on which the award is made and the prices which the TOWNSHIP OF WANTAGE may or shall be obligated to pay to procure such supplies from other parties, and in addition, usual damages for breach of contract.

Purchases by the TOWNSHIP OF WANTAGE are exempt from taxation, either State or Municipal and also from Federal taxation, including excise tax.

It is understood by the bidder that this bid is submitted on the basis of specifications prepared by the TOWNSHIP OF WANTAGE and the fact that any bidder is not familiar with these specifications or conditions will not be accepted as an excuse.

18. FACSIMILE DOCUMENTS SUBMITTED IN A BID PROPOSAL

Under no circumstances, on bid documents requiring authorized signatures, will the TOWNSHIP OF WANTAGE accept documents through facsimile machines.

19. CONTRACT

The successful bidder agrees that it will sign the contract, which is attached hereto and made a part hereof.

20. INSURANCE REQUIREMENTS

Certificates of liability and worker's compensation insurance satisfactory to the TOWNSHIP OF WANTAGE 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.

All of the Vendor's insurance coverage shall indemnify and save harmless the TOWNSHIP OF WANTAGE and their agents from 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 Vendor 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 Vendor shall be as follows:

A. WORKER'S COMPENSATION & EMPLOYERS LIABILITY INSURANCE

The Vendor 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 Vendor 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 Vendor'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.

B. COMPREHENSIVE GENERAL LIABILITY INSURANCE

Limits shall be a minimum of \$2,000,000.00 bodily injury per person and \$2,000,000.00 per occurrence, and \$1,000,000.00 and property damage coverage. The Certificate of Insurance must indicate coverage at the above limits for:

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

C. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

Limits shall be a minimum of \$2,000,000.00 bodily injury per person and \$2,000,000.00 per occurrence and \$1,000,000.00 for property damage coverage. The Certificate of Insurance must indicate coverage at the above limits for both Hired Vehicles and Non-Owned Vehicles.

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

SCOPE OF SERVICES: SPECIFICATIONS

Respondents must have expertise in the provision of Town-wide property value reassessment services. Respondents shall demonstrate that they will have the continuing capabilities to perform these services by including examples of Reassessment programs successfully undertaken and concluded in other New Jersey municipalities.

Award of Contract is contingent upon the Respondent being accepted as a Qualified Firm for conducting a Reassessment by the New Jersey Division of Taxation.

The Township of Wantage consists of the following property types:

Vacant Land:	433 Line Items
Residential (4 families or less):	3,542 Line Items
Farm (Regular):	417 Line Items
Farm (Qualified):	812 Line Items
Commercial:	152 Line Items
Industrial:	2 Line Items
Apartment:	3 Line Items
Representing 5,361 total ratables and 283 total exempt properties	

The Town-wide reassessment program will include the following tasks:

Establishment of homogeneous neighborhoods; this includes assisting the Tax Assessor with updating the Neighborhood Map.

Interior and Exterior inspections will be necessary for all property. One attempt at interior inspection shall be made, with the ability to make an inspection by appointment if missed.

Utilization of the existing Property Record Card to facilitate the inspections is permitted and encouraged. Wantage Township utilizes the CAMA program provided by Vital Communications. All updates and changes shall be done by utilizing the same CAMA program.

Establish the fair market value of all properties within the municipality as of October 1, 2013; new assessments to be implemented for Tax Year 2014.

Prepare Initial notification letters, Chapter 91 (Income and Expense Requests) and value notification letters to all taxpayers – PLEASE NOTE: THE ASSESSOR SHALL MAIL THE LETTERS;

Conduct informal hearings with taxpayers to discuss proposed assessments; and,

Defend appeals made to the Sussex County Board of Taxation and the State of New Jersey for the year the reassessment is implemented and the subsequent year (PLEASE SHOW THIS COST AS A SEPARATE HOURLY RATE ITEM APART FROM THE PRIMARY COST).

The proposal shall include all of the items within the scope of services as described above.

Provide a Resume of all key employees.

List all immediate relatives of Principal(s) of Respondent who are Township employees or elected officials of the Township. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws by reason of relation. If none, state "None".

Provide At least three references, with name, address and contact information, representing New Jersey municipalities for whom the Respondent has conducted either a Reassessment or a Revaluation within the past 5 years.

Provide a project timeline, broken down by task, which includes a Confirmation that at least 3 employees/representatives of the Respondent shall commence duties of the Wantage Reassessment program no later than May 15, 2013. One such individual shall commence commercial inspections and at least two shall commence residential inspections by that date. Identify those three individuals, and confirm that all three individuals shall be dedicated to pursuing the Reassessment program of Wantage Township as of that date for a minimum of twenty five (25) hours per week, each, commencing May 15, 2013, consisting of at least five (5) hours per week with the Assessor coordinating data, with the balance of work involving field inspections. Additional personnel and adjusted work hours shall be left to the discretion and judgment of the successful bidder, subject to approval by the Assessor, to meet the scope of work within the time frame required under this contract.

The above parameters represent a required start date and a minimum staffing requirement to be utilized as of that date. Thereafter, the successful bidder shall utilize all necessary and appropriate personnel to complete the Reassessment Project under the time frames identified in this bid specification

ARTICLE I

CONTRACT APPROVAL

This contract is contingent upon approval of the Sussex County Board of Taxation and the Director of the Division of Taxation.

ARTICLE II

CONFLICT OF INTEREST

1. No commissioner or employee of the County Board of Taxation shall have any interest with the Firm.
2. The Firm shall not represent any taxpayer filing an appeal with Sussex County Board of Taxation or the Tax Court of New Jersey with respect to any property valued by the firm in this reassessment program for a period of 5 years after the acceptance of this program for use on as the tax book.
3. In the event the Firm or any officer, employee or staff member of the Firm owns an interest in real property situated within the Township, the Firm, employee, or staff member shall disclose in writing to the Township Assessor the name, address, and block and lot number of the property owned within ten days after learning of the conflict.

ARTICLE III

CONFIDENTIALITY

Prior to the release of data as a public record by the Assessor, the Firm agrees not to disclose to anyone, except the Assessor, County Tax Board, and the Director of the Division of Taxation, Department of Treasury, for any purpose, or to permit anyone to use or peruse any of the data on file, in connection with the reassessment. Any confidential information supplied to the Firm in connection with this program shall not be subject to the Open Public Records Act (N.J.S.A. 47:1A-1, et seq.). At the conclusion of the program all such information shall be turned over to the Township of Wantage.

ARTICLE IV

QUALIFICATIONS

The principals and the employees of the Firm directly engaged in the reassessment must meet the following minimum requirements:

1. Principals shall have a minimum of five years of practical and extensive appraisal experience in the valuation of the four classifications of property, at least five years of this experience shall have been in the mass appraisal field and have occurred within the past seven years.
2. Supervisors shall have a minimum of three years of appraisal experience in the appraisal of the particular type of properties for which they are responsible, three years of this experience must have been in the mass appraisal field and occurred within the past five years.
3. Personnel determining final land values shall meet the qualifications prescribed for supervisors in direct charge of the work.

ARTICLE V

TOWNSHIP'S RESPONSIBILITIES

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

1. An appropriate number of copies of an up-to-date full size and 11" x 17" tax map of the Township of Wantage.
2. Access to all pertinent records of the Township Assessor's Office including: Field books, sales records, zoning ordinances, zoning and flood plain maps, deeds, SR1A's, Chapter 91 forms, and the existing property record cards.
3. The Township has limited office space for the Firm to utilize as needed.
4. The Township shall provide use of the municipality's CAMA program by Vital Communications containing all data compiled during the 2006 revaluation including changes made by the Assessor.

ARTICLE VI

SCOPE AND METHOD

The Firm shall update the value of all taxable real property, land and improvements, within the Township. This shall include all real property in the process of being constructed or altered while the reassessment project is underway.

The Firm shall utilize the three customary recognized approaches to value wherever applicable. These approaches are the cost approach, the sales comparison approach and the income capitalization approach to value.

Existing values shall be adjusted to reflect changes in the market since the 2006 revaluation.

ARTICLE VII

VACANT LAND

1. The Firm shall update the existing land value map of the Township and identify Land values used within each existing neighborhood for vacant land, residential land, farm home sites, farm acreage, building lots, and commercial, industrial and apartment lots where applicable.
2. The Firm shall appraise each parcel of vacant land based upon the existing unit front foot square foot acreage, site value or a combination thereof.
3. Qualified farmland shall be appraised as a qualified farm.
4. All vacant land appraisals shall be made according to the standards and procedures provided in the Real Property Appraisal Manual for New Jersey Assessors as performed in the 2006 revaluation.

ARTICLE VIII

RESIDENTIAL PROPERTY

1. A diligent attempt to inspect all residential properties shall be made as required on the Application for Reassessment filed with the Sussex County Board of Taxation.
2. All residential property records shall be updated according to the standards provided in the Real Property Appraisal Manual for New Jersey Assessors.
3. Sales of all properties having occurred since January 1, 2010 will be considered.

ARTICLE IX

COMMERCIAL PROPERTY

1. A diligent attempt to physically inspect all commercial property shall be made in accordance with the Application for Reassessment.
 - a. The Firm shall provide an analysis of income and expenses, and capitalize the Net Operating Income into an indication of value by the Income Capitalization Approach. Such analysis shall be made on a form acceptable to the Township Assessor and presented in a clear, concise and readable format.
 - b. The Firm shall provide the appropriate Chapter 91 forms.
 - c. In order to facilitate the Firm's performance of this approach, the Assessor shall request a statement of income and expenses as provided under N.J.S.A. 54:5-34 from all income producing properties.
2. All commercial, industrial and apartment appraisals shall be updated to reflect values as of October 1, 2013.
3. The Firm shall formulate values arrived at through the capitalization of net income.
4. Values derived from the capitalization of net income from apartment complex, shopping centers and large industrial buildings are to be valued on an excel based income capitalization format.

ARTICLE X

REQUIRED COMMUNICATION

The Firm shall assist the Assessor in the implementation of a reassessment plan and plan of work to be implemented for the tax year 2014. The Firm shall perform its work in accordance with these articles and time frames approved by the Township Assessor. The Firm shall submit monthly progress reports to the Township Assessor. Weekly oral communication with the Township Assessor will be required.

ARTICLE XI

DELIVERY UPON COMPLETION

As the reassessment is completed, the Firm will be responsible for the delivery of all land value/sales maps, additional blank property record cards and any other items appropriate to the completion of a standard New Jersey Reassessment. The resulting data base will remain the property of the Township of Wantage.

ARTICLE XII

DEFENSE OF APPEALED VALUES

Upon request by the Township Tax Assessor, in cases where appeals are made to Sussex County Tax Board or the Tax Court of the State of New Jersey, either by the appellant or by the Township, the Firm will provide a representative of the Firm to act as an expert witness, prepare reports, attend conferences and assist the Township attorney at the agreed upon hourly rate for appeals filed at the County Tax Board and at the Tax Court of New Jersey. Said rate shall remain in effect during the term of this contract and the conclusion of all tax appeals through the 2015 tax year.

ARTICLE XIII

COMPUTER ASSISTED MASS APPRAISAL SYSTEM By Vital Communications

The Township of Wantage Assessor's Office has utilized a Vital Communications CAMA system since the last revaluation and plans to continue to utilize a Vital Communications CAMA system during and upon completion of this reassessment. It is mandatory that the Firm use the most recent version of the Vital Communications CAMA system of the municipality's choice. The Township will provide the software in place prior to the commencement of the reassessment and provide all the necessary access for the Firm to utilize the system and the existing data base.

ARTICLE XIV

PAYMENT

The progress report shall serve as a basis for proportional payments by the Township. A payment schedule based on completion of the various facets of work and approved by the Assessor shall be followed in this regard. All vouchers shall be accompanied by a progress report. In no event shall the Firm bill more than 90% of the total contract price until the reassessment is utilized in the 2014 tax list.

EXHIBIT A

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE Goods, Professional Services and General Service Contracts

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, 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 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 for the 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 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 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 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
- ii. Certificate of Employee Information Report
- iii. Employee Information Report Form AA302

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