

REQUEST FOR PROPOSALS

FOR

LAKEWOOD, NEW JERSEY

COMPLETE REASSESSMENT OF ALL REAL

PROPERTIES,

AS OF OCTOBER 1, 2015,

TO BE EFFECTIVE FOR THE 2016 TAX YEAR

REQUEST FOR PROPOSAL

NOTICE IS HEREBY GIVEN that sealed Proposals will be received by the Municipality Clerk of the Township of Lakewood (the “Municipality” or “Township” or “Lakewood”), State of New Jersey, on **March 27, 2015 at 10:00 a.m.** in the Tax Assessor’s Office of Lakewood, located at 231 Third Street, Municipal Building, Lakewood, NJ 08701.

The performance of a complete reassessment of all real properties located within the Municipality, as of October 1, 2015, to be effective for the 2016 tax year (also referenced as the “project”).

All requirements associated with the project are set forth in a Request for Proposals package. Such packages may be obtained from the Municipality Clerk’s Office, 231 Third Street, Municipal Building, Lakewood, NJ 08701, telephone number (732) 364-2500, extension 5970, during regular business hours, 9:00 A.M. to 5:00 P.M., Monday through Friday, excluding holidays, or on the Municipality’s website at www.lakewoodnj.gov. Any questions regarding the Request for Proposals should be directed to the Municipality’s Clerk (Kathryn Cirulli) at the telephone number and/or address specified above.

This project shall be awarded through a “fair and open” process pursuant to N.J.S.A. 19:44A-20.4, et seq., to the Contractor whose Proposal is most advantageous to the Municipality, price and other factors considered, in accordance with the review criteria set forth in the Request for Proposals.

The Municipality reserves the right to reject any or all submissions due to any defects or waive informalities and accept any submissions that in its judgment will be in the best interest of the Municipality. The Municipality shall award the Contract or reject all submissions no later than sixty (60) days from receipt of same.

By authorization of the Township of Lakewood

ATTENTION ALL VENDORS/BIDDERS:

All Vendors must complete, execute and submit the “Documents Checklist” set forth below and include completed and executed versions of all of the enumerated forms/items set forth below in order for their Proposal to be considered complete. All forms/items must be typewritten or written in ink. **ALL SUBMISSIONS MUST INCLUDE ONE (1) ORIGINAL COPY PLUS FIVE (5) COPIES.**

DOCUMENTS CHECKLIST

(Check the box for each document that is enclosed)

Initial each item

- | | (Vendor's
initials) |
|---|--------------------------------|
| 1. Proposal Form to the Township of Lakewood | <input type="checkbox"/> _____ |
| 2. Proposal Form Alternate A to the Township of Lakewood | <input type="checkbox"/> _____ |
| 3. Non-Collusion Affidavit | <input type="checkbox"/> _____ |
| 4. Stockholder Statement of Ownership | <input type="checkbox"/> _____ |
| 5. Affirmative Action Questionnaire | <input type="checkbox"/> _____ |
| 6. Statement of Qualifications | <input type="checkbox"/> _____ |
| 7. Bid Bond | <input type="checkbox"/> _____ |
| 8. Certificate or Consent of Surety | <input type="checkbox"/> _____ |
| 9. Exceptions | <input type="checkbox"/> _____ |
| 10. Appendix A (to proposed Contract) - Property Classification Summary | <input type="checkbox"/> _____ |
| 11. Appendix A-1(to proposed Contract) - Schedule of Line Item Fees | <input type="checkbox"/> _____ |
| 12. Appendix B List of Supervisors | <input type="checkbox"/> _____ |
| 13. Appendix C (to propose Contract) Background Check authorization | <input type="checkbox"/> _____ |
| 14. Appendix D (to proposed Contract) - Breakdown of Major Tasks | <input type="checkbox"/> _____ |
| 15. Appendix E (to proposed Contract) – Mandatory Equal Employment Opportunity Language | <input type="checkbox"/> _____ |
| 16. Appendix F (to proposed Contract) – Americans with Disabilities Act of 1990 Language | <input type="checkbox"/> _____ |
| 17. Listing of Subcontractors* | <input type="checkbox"/> _____ |
| 18. List of all key employees as of date of Proposal indicating and educational background* | <input type="checkbox"/> _____ |

- 19. List of current revaluation or reassessment projects under Contract indicating Contract completion date* _____
- 20. List of revaluation and reassessment project Proposals submitted to Municipalities within the past six months* _____
- 21. State of NJ Business Registration Certificate* _____
- 22. A statement of whether any litigation involving the firm's performance under a revaluation or reassessment Contract has occurred during the past five years and, if so, explain in detail the nature of such litigation and the results thereof.* _____
- 23. If applicable, Vendor's acknowledgment of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or Proposal document(s) _____
- 24. List of revaluation & reassessments performed within the past 5 years, and highlight any such that were performed in Ocean County.* _____

 Name of Corporation, Partnership Entity or Individual

 Print Name and Title of Authorized Representative of Entity Signing This Document

 Signature of Authorized Representative

 Date

NOTES:

- 1. ANY CORRECTIONS, ADDITIONS OR DELETIONS TO THE FORMS PROVIDED SHALL BE INITIALED AND DATED.**
- 2. DOCUMENTS REFERENCED WITH AN ASTERISK (*) ABOVE ARE NOT INCLUDED AS FORMS THAT ARE PART OF THE WITHIN REQUEST FOR PROPOSALS PACKAGE. ALL VENDORS ARE DIRECTED, HOWEVER, TO PROVIDE THEIR RESPONSES TO THESE ITEMS ON A SEPARATE SHEET(S) OF PAPER TO BE INCLUDED WITH THEIR RESPONSE PACKAGE. EACH ITEM MUST BE SIGNED AND DATED BY AN AUTHORIZED REPRESENTATIVE OF THE VENDOR.**

PROPOSAL FORM

LAKEWOOD, NEW JERSEY

COMPLETE REASSESSMENT OF ALL REAL PROPERTIES,

AS OF OCTOBER 1, 2015,

TO BE EFFECTIVE FOR THE 2016 TAX YEAR

WITH RESPECT TO THE REASSESSMENT OF ALL REAL PROPERTY SITUATED
WITHIN THE BOUNDARIES OF LAKEWOOD, **NEW JERSEY**:

COMPANY NAME

DOES HEREBY PROPOSE TO UNDERTAKE SAID REASSESSMENT PROJECT IN
ACCORDANCE WITH THE WITHIN SPECIFICATIONS, ADDENDA, AND PROVISIONS
AT A TOTAL COST OF:

DOLLARS

(AMOUNT IN WORDS)

Company

Signature

Print Name

Title

Date

Bidders shall not include in bids amounts on account of New Jersey State Sales and Use Taxes relative to the work to be performed as the Township is exempt from the payment of such taxes pursuant to law.

PROPOSAL FORM

ALTERNATE A

LAKEWOOD, NEW JERSEY

COMPLETE REASSESSMENT OF ALL REAL PROPERTIES,

AS OF OCTOBER 1, 2015,

TO BE EFFECTIVE FOR THE 2016 TAX YEAR

WITH RESPECT TO THE REASSESSMENT OF ALL REAL PROPERTY SITUATED
WITHIN THE BOUNDARIES OF LAKEWOOD, **NEW JERSEY**:

COMPANY NAME

DOES HEREBY PROPOSE TO UNDERTAKE SAID REASSESSMENT PROJECT IN
ACCORDANCE WITH THE WITHIN SPECIFICATIONS, ADDENDA, AND PROVISIONS
AT A TOTAL COST OF:

DOLLARS

(AMOUNT IN WORDS)

Company

Signature

Print Name

Title

Date

Bidders shall not include in bids amounts on account of New Jersey State Sales and Use Taxes relative to the work to be performed as the Township is exempt from the payment of such taxes pursuant to law.

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY:

: ss.

COUNTY OF:

I, _____ of the Municipality of _____ in the County of _____ and the State of New Jersey, of full age, being sworn according to law on my oath depose and say that I am _____ (Title) of the firm of _____ the Vendor making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; that said Vendor has not, directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive Proposal submission 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 Municipality 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 _____, 2015

Notary Public, State of _____

(Signature)

(By)

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

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S Corporation or sole proprietorship, shall be awarded a Contract unless prior to the receipt of the Proposal or accompanying the Proposal of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S Corporation or sole proprietorship, there is submitted to the MUNICIPALITY, a statement setting forth the names and addresses of all stockholders who own 10% or more of stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, 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 non corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. This form shall be submitted with the Proposal whether or not a stockholder or partner owns less than 10% of the business submitting the Proposal.

Date: _____ **LEGAL NAME OF VENDOR:** _____

Check which business entity the Vendor is:

Type of Corporations:

- Limited Liability Corporation
- Subchapter S Corporation

Complete if the Vendor is one of the 3 Types of Corporations:

Date Incorporated: _____

Type of Partnerships:

- Limited Partnership
- Limited Liability Partnership

Where Incorporated: _____

Sole Proprietorship

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

Signature

Date

Street Address

Municipality State Zip

Telephone No.

Fax

Listed below are the names and 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 herein.

Name

Address

Name

Address

Name

Address

Name

Address

MUNICIPALITY
NOTICE TO VENDORS
AFFIRMATIVE ACTION REQUIREMENTS
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
PROCUREMENT AND SERVICE CONTRACTS

“Vendors are required to comply with the requirements of P.L. 1975, c. 127” (N.J.A.C. 17:27)

A. ALL VENDORS

1. Within seven (7) days after receipt of notification of intent to award the Contractor receipt of the Contract, whichever is sooner, the successful Vendor must submit one of the following forms of evidence:

a) A Federal Letter of Affirmative Action Plan Approval from the U.S. Department of Labor’s Office of Federal Contract Compliance Programs (OFCCP). This letter cannot be more than one year old from the date of issuance.

OR

b) A State of New Jersey Certificate of Employee Information Report.

OR

c) A completed Affirmative Action Employee Information Report (Form AA302).

Please note that the Affirmative Action Affidavit for Vendors having less than fifty (50) employees is no longer acceptable.

2. The successful Vendor(s) may obtain the Affirmative Action Employee Information Report (AA302) from the Purchasing Division during normal business hours.

3. The successful Vendor(s) must submit the white and canary copies of the (AA302) Report to the State Affirmative Action Office. The pink copy is submitted to the public agency, and the gold copy is retained by the Vendor.

B. THE FOLLOWING QUESTIONS MUST BE ANSWERED BY ALL PROSPECTIVE VENDORS:

1. Do you have a Federal Letter of Affirmative Action Plan Approval? This letter cannot be more than one year old from the date of issuance.

Yes _____ No _____

a) If yes, please submit a photo copy of such approval. **If no,**

MUNICIPALITY
NOTICE TO VENDORS
AFFIRMATIVE ACTION REQUIREMENTS
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
PROCUREMENT AND SERVICE CONTRACTS
(Continued)

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

Yes _____ No _____

a) If yes, please submit a photo copy of such approval.

If no,

3. Vendors must complete an Affirmative Action Employee Information Report (AA302) obtained from the Purchasing Division during normal business hours.

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

The undersigned Vendor certifies that he/she is aware of the commitment to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27) and agrees to furnish the required forms of evidence.

The undersigned Vendor further understands that his/her Proposal must be rejected as non-responsive if said Contractor fails to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27).

Company

Signature

Print Name

Title

Date

FORM OF BID BOND
(To accompany Bid Proposal)

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,
_____ as principal; and _____ as
surety, are hereby held and firmly bound unto the Municipality (hereinafter referred to as the
“Municipality”), in the sum of _____ (\$_____) (10% of the Proposal
Amount, Not to Exceed \$20,000.00) Dollars for the payment of which sum, well and truly to be made, we
hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.
Signed this _____ day of _____ 2015.

The conditions of the obligations are such that whereas the principal has submitted to the
Municipality a certain Proposal, attached hereto and made a part hereof, to enter into a Contract in writing
for the _____.

NOW THEREFORE,

- (a) if said bid shall be rejected, or in the alternate,

- (b) if said bid shall be accepted and the principal shall execute and deliver a Contract and
performance bond and labor and material payment bond in the form required in the
Instructions to Vendors (all properly completed in accordance with said Proposal) within 10
days after the Municipality has notified the principal of the acceptance of its Proposal, and
shall in other respects perform the agreement created by the acceptance of said Proposal,
then this obligation shall be void; otherwise, the same shall remain in force and effect; it
being expressly understood and agreed that the liability of surety for any and all default of
the principal hereunder shall be the amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that its obligations shall in no way be
impaired or affected by an extension of the time within which the owner may accept the Proposal of the
principal; and said surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the principal and surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above. *(To be accompanied by the usual proof of authority of officers of Surety Company to execute the same.)*

ATTEST:	By:	_____ Vendor
		_____ Signature
_____ As to Principal (Secretary of Corporation)		_____ Printed Name
SEAL		_____ Title
_____ As to Surety	By:	_____ Surety
		_____ Signature
		_____ Printed Name
		_____ Title

FORM OF CONSENT OF SURETY

Complete Reassessment of All Real Properties within the Municipality, New Jersey (the "Municipality"), as of October 1, 2015, to be Effective for the 2016 Tax Year.

VENDOR: _____
SURETY: _____
ADDRESS: _____
PHONE: _____

The undersigned consents and agrees that if the Contract which is the subject of the above named Proposal is awarded to the above named Vendor, it will become bound as surety and guarantor for its faithful performance, and will execute a Performance Bond in the form specified in the Instructions to Vendors, said Bond to be in an amount equal to one hundred (100%) percent of the Contract price and to be continued so as to indemnify the Municipality against loss due to the failure of the Vendor to meet the stipulation of the Performance Bond and a bond for payment for labor and materials, to guarantee payment of all persons performing or furnishing labor or materials for performance of said Contract, said Bond also to be in an amount equal to one hundred percent of the Contract price.

The undersigned further consents and agrees that if the aforesaid Contract is awarded to the above- named Vendor, it will become bound as surety and guarantor for a guaranty bond for the faithful performance of the Contract provisions relating to the repair and maintenance of the work of the project during the term of the bond as provided for in the specifications.

IN WITNESS WHEREOF, said surety has set its seal and caused these presents to be signed by its duly authorized officers this _____ day of _____, 2015.

ATTEST: SURETY: _____
By: _____
Signature

Printed Name

Title

To be accompanied by the usual proof of authority of officers of Surety Company to execute the same.

LAKWOOD TOWNSHIP
EXCEPTIONS

In the space below list any/all exceptions to these specifications that you will not be providing.

The **MUNICIPALITY** reserves the right to accept or reject Proposals and to award the Contract based upon the best interests of the Municipality. If there are NO EXCEPTIONS, state "NONE."

1.

2.

SUBMITTED BY:

(Signature)

(Print Name)

(Title)

DATED:

PROJECT SPECIFICATIONS

1B.1 RECEIPT OF PROPOSALS. Proposals will be awarded under the Competitive Contracting Provisions of N.J.S.A. 40A:11-4.1.

1B.1.1 OWNER AND PROJECT.

Lakewood Township, Ocean County, New Jersey (hereinafter the "Municipality") hereby invites responses to this Request for Proposals for the project mentioned herein.

1B.1.2 TIME AND PLACE FOR RECEIPT OF PROPOSALS.

Proposals will be received by the Municipality at the time and place mentioned in the Notice. No Proposals shall be accepted after the time specified.

1B.1.3 INFORMAL PROPOSALS.

The Municipality may consider informal any Proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and/or all Proposals.

1B.1.4 WITHDRAWING PROPOSALS.

Proposals forwarded to the Municipality before the time of opening of Proposals may be withdrawn upon written application of the entity making the Proposal who shall be required to produce evidence showing that he is or represents the principal or principals involved in the Proposal.

1B.2 QUALIFICATIONS.

Each Proposal 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.

Field personnel shall be subject to a test as outlined in the Contract documents as well as being interviewed by the Assessor, if necessary.

The Proposal shall include evidence as to the ability to comply with the Contract timetable and must include any or all information to demonstrate their ability to provide the services outlined in the attached documents.

1B.2.1 EXPERIENCE AND CAPITAL REQUIRED.

Any firm or entity submitting a Proposal 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.

1B.2.2 UNSATISFACTORY PAST PERFORMANCE.

Proposals received from any entity or firm who has previously failed to complete Contracts within the time scheduled therefore, or who have performed similar work in an unsatisfactory manner, may be rejected. Any firm or entity that is or was under a lawsuit in

regard to a reassessment or reassessment performed in the past five (5) years shall provide an explanation as to the circumstances of said lawsuit. Failure to do so may be grounds for rejection of said Proposal.

1B.3 PREVAILING WAGE.

1B.3.1 REQUIREMENTS OF LAW.

If required by law, the Contractor will be required to comply with the provisions of the New Jersey Prevailing Wage Act, Chapter 150 of the Laws of 1963, and any and all statutory requirements of the Local Public Contracts Law.

1B.4 PREPARATION OF PROPOSALS.

1B.4.1 COMPLETION AND SUBMISSION OF PROPOSALS.

Each Proposal must be submitted in accordance with the requirements set forth herein. All prices and amounts must be written in ink or preferably typewritten. All erasures or corrections must be initialed by each signatory to the Proposal. Each Proposal shall be addressed to the Township Clerk, Kathryn Cirulli, at 231 Third Street, Municipal Building, Lakewood, NJ 08701 and said envelope shall specify the project for which the Proposal is submitted (i.e., "Reassessment") and must be delivered at the place and time designated for receipt of Proposals, as set forth in the Notice, or mailed so as to be received on or before the date and time specified in said Notice.

Please be advised that this proposal includes two options; the Base Bid and Alternate A. Please turn to pages 39-40 of this Request for Proposals (Section 26 of the Proposed Contract) for a description of the Base Bid and Alternate A.

Bidders are invited to bid on the Base Bid and/or Alternate A. Please provide separate bid proposal forms if bidding on both the Base Bid and/or Alternate A. Bidders are not required to bid on both the Base Bid and Alternate A; however, Bidders may do so.

1B.4.2 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 Proposal 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.

1B.4.3 INQUIRIES AND ADDENDA

(1) Direct questions in writing to the Municipality's Clerk (Kathryn Cirulli), at 231 Third Street, Municipal Building, Lakewood, NJ 08701, telephone number (732) 364-2500, extension 5970.

(2) Verbal answers are not binding on any party.

(3) Questions must be received by the Municipal Clerk not later than Friday, March 13, 2015. Replies will be made by written Addenda no later than 7 days (Saturdays, Sundays and holidays excepted) before date set for receipt of Bids, or in this case Wednesday, March 18, 2015.

(4) Any prospective bidder who wishes to challenge a bid specification shall file such challenge in writing with the Municipal Clerk no less than three (3) business days prior to the bid opening. Challenges filed after that time shall be void and shall have no impact whatsoever on the Township of Lakewood or the award of a contract.

(5) Addenda may be issued during bidding period. Addenda will be provided to persons who have submitted a bid or received a bid package and will be sent or delivered to the address or telephone facsimile number furnished to the Municipal Clerk by the bidder or person who received a bid package. Addenda become part of the Contract Documents. Include resultant costs of Addenda, if any, in the Bid Price.

1B.4.4 TIME FOR AWARD OF CONTRACT.

The Contract shall be awarded or all Proposals therefore rejected within sixty (60) days after the opening of Proposals except where the invitation to Proposal 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 Proposals therefore rejected within thirty (30) days after the approval or disapproval by such Federal or State agency or department.

The award of the Contract for this work will not be made until the necessary funds have been provided by the Municipality in a lawful manner and State and County Tax Board approval has been received.

1B.5 PERFORMANCE SECURITY.

1B.5.1 SECURITY REQUIRED.

Simultaneously with its delivery of the executed Contract the Contractor shall furnish a surety bond or bonds underwritten by a surety company authorized to transact business in the State of New Jersey with a 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 a surety company satisfactory to the owner and subject to the owner's attorney's approval.

The performance bond(s) submitted must be acceptable to the Municipality in both form and financial rating.

All Proposals must contain a Bid Bond and Consent of Surety underwritten by a surety company authorized to transact business in the State of New Jersey.

1B.6 MODIFICATIONS OF PROPOSALS.

Proposals may be modified by registered mail prior to the stipulated time for opening Proposals as set forth in the Notice; however, Proposals may not be modified within 24 hours of the stipulated opening time.

1B.7 REJECTION OF PROPOSALS.

1B.7.1 REJECTION OF PROPOSALS.

The Municipality reserves the right to reject any Proposal that is incomplete pursuant to the “Documents Checklist” contained earlier in this Request for Proposals package, or that takes exceptions to the within Specifications in any material way, or which is not properly executed, or which contains proven misrepresentations or falsehoods. The Municipality also reserves the right to reject all Proposals according to the criteria set forth in the N.J. Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.* Any such determinations shall be made in the sole discretion of the Municipality.

1B.7.2 MULTIPLE PROPOSALS NOT ALLOWED.

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

1B.7.3 RIGHT TO WAIVE INFORMALITIES RESERVED.

The Municipality expressly reserves the right to waive any informality in any Proposal, and to accept the Proposal 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.

1B.8 APPLICABLE LAWS.

The attention of any firm or entity submitting a Proposal is especially directed to the provisions of the Federal, State, County and Municipal laws, statutes, and regulations that may apply to the work.

1B.9 PAYMENT.

Bills are publicly approved at regular Township Committee meetings. All bills approved at such meetings are paid by checks that are mailed. No checks may be picked up by the Vendor.

In order for a voucher to be placed on the agenda at said meetings for approval, they must be submitted to the Municipality’s Finance Department, be signed by all the appropriate Municipal officials and be presented to the Chief Financial Officer no later than 10 days prior to the meeting. There are no exceptions to this rule.

1B.10 INDEMNIFICATION AGAINST CLAIMS.

The successful Vendor shall indemnify and save the Municipality, its officials, agents and representatives, harmless from and against any and all suits, claims, actions, or judgments for any injury or damage(s) sustained or alleged to have been sustained by any party or parties by or on account of any act, omission or commission of the Vendor, his, its, or their agents or employees, or any such subcontractor of the Vendor, and in case any such action be brought against the Municipality, the Vendor shall immediately take charge and defend same at his, its, or their own cost and expense. The Municipality may, if it is so desired, defend such action and charge the expense of it to the Vendor.

1B.11 PATENT CLAIMS.

The successful Vendor shall protect and save the Municipality harmless from all and every demand for damages, royalties or fees on any patented invention used by it in connection with the supplies furnished under and Contract hereunder and it shall be the duty of the Vendor, if so demanded by the Municipality, to furnish the Municipality with a proper legal release or

indemnification from and against all such claims and any or all payments due under such Contract may be withheld from the Vendor until such release or releases are furnished, if the Municipality so elects. The Vendor shall hold harmless the Municipality from any claim for the use of any computer software used without authority, if such a situation occurs.

1B.12 OTHER.

All prices shall be net, including transportation and delivery charges. The Vendor shall guarantee any or all material and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the Vendor.

If the person and or firm to whom an award is made shall fail to furnish and deliver the supplies or any item thereof within time specified and allowed the Municipality 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 Municipality, such sum as shall be sufficient to pay the difference between the prices on which the award is made and the prices which the Municipality may or shall be obligated to pay to procure such supplies from other parties, and in addition, usual damages for breach of Contract.

All quotations and Proposals shall be submitted on the Proposal forms attached.

Purchases by the Municipality are exempt from taxation, either State or Municipal and also from Federal taxation, including excise tax, Tax Exemption ID Number 21-6000784.

Bidders shall not include in bids amounts on account of New Jersey State Sales and Use Taxes relative to the work to be performed as the Township is exempt from the payment of such taxes pursuant to law.

F.O.B. destination and placement at locations specified by the Municipality.

It is understood by the Vendor that this Proposal is submitted on the basis of specifications prepared by the Municipality and the fact that any Vendor is not familiar with these specifications or conditions will not be accepted as an excuse.

The Vendor shall complete all forms that are referenced in the "Document Checklist" included earlier in this Request for Proposals package. Several of the forms represent appendices that shall be attached to the Contract should the Vendor be authorized to perform the within work.

1B.13 REVIEW OF PROPOSALS.

The following specific factors will be used in reviewing the Proposals and determining which Proposal is most acceptable to the Municipality, price and other factors considered:

- (1) The Vendor's understanding of the scope of work and the completeness of the Vendor's response.
- (2) Experience of the Vendor in similar projects, including but not limited to relative location and scope of projects.
- (3) Education and experience of members of the Vendor who will be assigned to work on this project.

- (4) Ability to perform and complete the project in a timely manner.
- (5) Total compensation to be paid for the specified work, including the Lump Sum Fee for completion of the project and any additional fees specified in relevant Appendices.
- (6) Full time employee who has tried to conclusion a golf course valuation matter in the past five years in State Tax Court.
- (7) Full time employee who has tried to conclusion industrial building valuation matter in the past five years in State Tax Court.

A copy of the "Proposal Evaluation Form" to be utilized by the Municipality to evaluate the responses received is attached hereto. The "Possible Points" column set forth in the attached "Proposal Evaluation Form" identifies the weight to be ascribed to each category included as part of the Evaluation Criteria.

Following receipt, Proposals will be evaluated and ranked by a Review Committee consisting of the following Municipality officials: Tax Assessor, Purchasing Agent and Special Counsel for Tax Appeals. The Review Committee shall determine the number of points to be awarded to each Vendor for each category from the total number that is available per category. A higher number of points indicates that the Vendor's Proposal, per category, is considered to be more advantageous to the Municipality, and a lower number of points is considered to be less advantageous to the Municipality.

PROPOSAL EVALUATION FORM

Company: _____

Evaluation Criteria	Possible Points	Awarded Points	Remarks of Review Committee
The Vendor's understanding of the scope of work and the completeness of the Vendor's response.	10		
Experience of the Vendor in similar projects, including but not limited to relative location and scope of projects.	10		
Education and experience of members of the Vendor who will be assigned to work on this project.	10		
Ability to perform and complete the project in a timely manner, which includes meeting all delivery deadlines.	20		
Total compensation to be paid for the specified work, including the Lump Sum Fee for completion of the project and any additional fees specified in relevant Appendices.	20		
GOLF COURSE TRIAL EXPERIENCE (Per Paragraph 1.B.13	15		
INDUSTRIAL BUILDING TRIAL EXPERIENCE Per Paragraph 1.B.13	15		
TOTAL	100		

1B.14 FACSIMILE DOCUMENTS SUBMITTED IN A PROPOSAL.

Under no circumstances will the Municipality accept documents requiring original signatures through facsimile machines.

1B.15 CONTRACT.

The successful Vendor agrees that it will sign the Contract that is attached hereto and made a part hereof immediately following the Contract award, and that it will comply with all dates referenced therein.

1B.16 INSURANCE REQUIREMENTS.

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 ten (10) days prior to cancellation.

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

All of the Vendor's insurance shall contain 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 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:

1. 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.

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.

LAKEWOOD TOWNSHIP
PROPERTY REASSESSMENT PROGRAM

CONTRACT FOR COMPLETE REASSESSMENT OF ALL REAL PROPERTIES,
AS OF OCTOBER 1, 2015,
TO BE EFFECTIVE FOR THE 2016 TAX YEAR

THE TOWNSHIP OF LAKEWOOD
a Municipal Corporation of the State of New Jersey
231 Third Street
Municipal Building
Lakewood, NJ 08701
(hereinafter "Municipality");

AND

(hereinafter the "Company")

1. Program Definitions:

The Company agrees to prepare and execute a complete program for the Reassessment of all real properties situated within the confines of the Municipality (as illustrated on the Property Classification Summary attached hereto as Appendix A) with a value date as of October 1, 2015, to be effective for the tax year 2016. Said work shall be performed in accordance with the terms and conditions of this Contract (including the attached Appendices) and the associated Project Specifications, all of which form a part of this Contract.

2. Scope of Services:

- a. The Company agrees to provide services necessary to classify and appraise each parcel of real estate and each real property improvement which lies within the boundaries of the Municipality at its fair market value according to N.J.S.A. 54:4-1, et seq.
- b. The Company agrees to appraise all properties using the three approaches to value where applicable and to use acceptable methods, forms, and manuals authorized by the New Jersey Division of Taxation. The Reassessment project shall be computer generated in accordance with the specifications outlined herein.
- c. The Company shall prepare a separate list of tax exempt properties indicating the full value of such property as if taxable.
- d. The Company, at its own expense, shall be responsible for collecting Income and Expense information pursuant to N.J.S.A. 54:4-34 (the "Statute") for all Class 4 Properties for 2014. Requests for Income and Expense information shall be mailed no later than July 1st of 2015. The request shall comply, in all respects, with the requirements of the Statute, and shall be approved by the Municipality's Assessor before mailing. Income and Expense Requests shall be sent over the Assessor's signature.

- e. The Company will acquaint the Municipality's Assessor and staff, if any, in the use of procedures, standards and records used for making property appraisals in order that the Municipality's Assessor's Office will be in a position to check the work as it progresses and apply the same to new or altered properties in subsequent assessments.
- f. Work shall be required to commence immediately following the approval of this Contract by the State of New Jersey Division of Taxation.

3. Contract Contingencies:

This Contract is contingent upon approval by the Director of the State of New Jersey Division of Taxation.

The Company shall not have the authority to vary, alter, amend, or change this Contract, or any part thereof, without the written consent of the Municipality's Assessor and the Municipality as well as written permission of the surety company and the Director of the Division of Taxation.

The Company shall not have the right to subcontract any portion or function of this Contract, without receiving prior expressed written approval from the Municipality's Assessor.

The Company shall be responsible for any and all work performed by any subcontractors allowed for in this Contract, if any.

4. Conflict of Interest:

No commissioner or employee of the Ocean County Board of Taxation and no assessor of a taxing district within Ocean County and no official or employee of the Municipality shall have an interest whatsoever directly or indirectly, as an officer, stockholder, employee or any other capacity in the Company.

Neither the Company nor any of its members, employees, officers or stockholders shall represent any property owner or taxpayer filing a tax appeal in the Township of Lakewood during the term of the Agreement, nor shall they be so engaged while the reassessment assessment remains unchanged.

5. Company Qualifications:

The Company shall be approved by the Division of Taxation to perform revaluations in New Jersey. The Company shall meet performance standards as set forth by the Director of the State of New Jersey Division of Taxation and shall supply the State with any information which may be required from time to time during the duration of this Contract.

The Company shall be required, as a material term of the Project to:

- a) Provide its Field Inspectors for the Project with field tablets. All field tablets shall be equipped with PowerPad Software.
- b) The Company shall provide the Township with no less than five (5) field tablets equipped with PowerPad Software. All employees must be provided with adequate training such that designated Township staff are proficient in using PowerPad Software.
- c) The Company must utilize Vital Services Group software

- d) The Company must have a full time employee, who has litigated to conclusion a New Jersey State Tax Court case concerning the valuation of a golf course within the past five (5) years.
- e) The Company must have a full time employee, who has litigated to conclusion a New Jersey State Tax Court case concerning the valuation of industrial property within the past five (5) years.
- f) A list of municipalities where a revaluation or re-assessment has been completed in the last five years.
- g) A list describing any current, ongoing, previous threatened litigation or dispute the firm is experiencing or has experienced in the last five (5) years because the firm contracted to perform a revaluation or re-assessment. The results of any litigation or dispute shall also be described and attached herewith.

6. Company Personnel:

Principals of the Company shall have at least ten (10) years of practical and extensive appraisal experience in the valuation of the various classes of real property.

Supervisors of the Company shall have at least five (5) years of practical and extensive appraisal experience in the valuation of the particular class of real property for which they are responsible. At least two (2) years of this experience must have been in the mass appraisal field and have occurred in the last five (5) years.

All personnel determining final land values shall have at least five (5) years of practical and extensive appraisal experience in the valuation of all classes of property.

Field personnel and building enumerators shall have a minimum of one hundred fifty (150) hours of in-service training pertaining to their particular phase of the work and shall be generally aware of other phases of the Reassessment project prior to starting field work. A minimum of ten (10) enumerators shall be provided during the field data collection phase of this project so as to meet the project completion schedule as approved and other parts of this agreement. At least (or "a minimum of") one of the enumerators shall be designated for commercial properties. The Company shall submit a résumé outlining the qualifications of each principal, supervisor, land valuator, and commercial, industrial, or multi-family valuator as well as field personnel assigned to this project.

The Company shall designate a qualified and responsible employee to supervise the operation of the Company's staff for the entire project. (Complete Appendix B) There shall be one (1) supervisor for no more than six (6) field data collectors or part thereof. The supervisor shall have at least five (5) years of experience in mass appraisal work and at least three (3) years in the capacity of a reviewer. These designated individuals shall make themselves available to the Municipality's Assessor for consultation throughout the project. Any change of a designated supervisor requires approval of the Municipality's Assessor.

The Company shall obtain an identification card from the Municipality for each staff member. This identification tag must be worn at all times on the outside of their clothing. Personnel shall present themselves in a neat and clean manner and shall conduct themselves in a professional and courteous manner. A professional dress code will be enforced. The Company shall instruct all field personnel to avoid unnecessary communication with the residents while conducting inspections. Field personnel should not discuss value, appraisal methodology, etc. but should re-direct all questions to the Municipality's Assessor. Any change in personnel shall be submitted to the Municipality's Assessor.

The Company shall supply the Municipality's Assessor and the Municipality's Police

Department with driver's license numbers, vehicle license plate numbers, and make of vehicle or vehicles that will be used by field personnel on this project.

The Company shall require all personnel performing work on this project to authorize a background investigation of its employees by submitting a release as attached to this Contract as Appendix C. This investigation shall include a National Criminal Information Center report (NCIC), driver's license reviews, and police check which shall be at the expense of the company.

Upon written notice to the Company, the Municipality's Assessor may request removal of any person for this project whose work is unsatisfactory, or has conducted him or herself in an unprofessional manner, or upon the advice and counsel of the Municipality's Police Department.

7. Office Space:

The Company must provide their own office space within eight (8) miles of the Municipality or if no space is available, within a municipality in Ocean County. The Company must provide a sufficient number of computer lines at their expense, if needed. The Company 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 Company shall provide adequate telephone service throughout this project so as to handle any inquires by interested persons at the Company's expense. The phone numbers must be local phone numbers not "main office" numbers or out of state numbers. Prior to mailing notices of valuation the Company shall have at least two (2) manned-incoming telephone lines to accept inquires from taxpayers. The Municipality's Assessor shall be provided with a list of telephone numbers being used by Company personnel in order to maintain communications between all parties.

8. Submission of Work:

Periodically throughout this project, as data is collected and verified by the Company's supervisor(s), the Company shall enter the data into the computer system. Said computer system must be Vital Services Group tax assessment software, and must contain MOD IV and CAMA file information for entering and use at the Company's expense and then submit a hard copy of the computerized data to the Municipality's Assessor for his/her review. Any cost relative to this provision is at the exclusive expense of the Company. Said verification of compatibility of system shall be demonstrated before the project is started and signed off by the Municipality's Assessor.

The Company shall include real property identification material on properly labeled individual property digital record cards in a format acceptable to and approved by the Municipality's Assessor. Distinct digital property record cards (i.e. color) for each of the four classifications of real property shall be provided.

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

1. A scaled sketch of the exterior of the building dimensions;
2. Notations of significant building components and measurements as ascertained from both an interior and exterior inspection;
3. Entries on the property record cards respecting the values of each lot and building including such items as age, construction, condition, depreciation, obsolescence, additions and deductions, appraised value,

recent sales prices, rental data and all other pertinent information pertaining to the valuation of the property.

4. 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;
5. Each property record card shall identify the individual making the inspection and set forth the date when the interior inspection was made;
6. Each interior inspection shall be verified by the owner's or occupant's signature on the power pad.
7. All real property will be calculated in either acreage and/or square footage at the discretion of the assessor.

The Company shall be responsible for valuation of all construction up to and including the date of taxpayer hearings. If a building is under construction at the time of the field investigation, a notation to that effect shall be placed on the computerized appraisal system in order that it can be retrieved in an expeditious manner for further review. Prior to finalization of values, a field review shall be made of these incomplete property improvements. Upon review, if the construction is substantially completed for its intended use, the value shall be determined as if it were complete. Should construction remain incomplete, the Company shall consult with the Municipality's Assessor to determine the procedure in order that the valuation is appropriate.

The Company shall provide the Municipality's Assessor with completed property record cards filed in sequence by block and lot numbers for all taxable and exempt properties. Property record files shall include all supporting data and documentation.

9. Project Completion; Program Progress Reports:

The parties hereby recognize that completion of the project within a timely manner, so that the revaluation may be implemented for the tax year **2016**, is essential. The Company has agreed to complete the revaluation on or prior to **November 1, 2015**. Assessment notices must be sent out prior to **December 1, 2015**. The Company, after having been awarded the Contract, shall prepare a contract schedule approved by the Township Tax Assessor based upon Appendix D contained herein. This contract schedule prepared by the Company and Municipal Assessor, if any, shall be appended hereto and become a part of this Contract. In the event the project is not completed in accordance with the contract schedule such that such delay denies the implementation of the revaluation from Tax Year 2015 to Tax Year 2016, it is the sole responsibility of the Company, **without cost to the municipality** to update all data, value, and other items required to finalize the project in the following year and the municipality reserves the right to seek monetary damages caused by the failure to implement in a timely manner.

On or before the 20th day of each month, the Vendor shall submit a detailed status report and supporting documentation outlining progress made to the Municipality's Assessor until completion and acceptance of the project. These reports shall indicate the current status of work accomplished with the plan and schedule established. The Vendor shall provide written explanation to the Municipality's Assessor where the progress of the work is not in accordance with the contract schedule.

10. Payment Schedule:

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. All vouchers shall be accompanied by a progress report and shall be submitted on the 1st

day of each month during the year of work. Payments shall be in increments of 10% of contract price. 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 and in the amount of 10% of the total contract.

11. Liquidated Damages:

Liquidated damages shall be five hundred dollars (\$500.00) for each calendar day beyond the completion date(s) as set forth in the contract schedule, if any, if any of the work remains not completed. If not contract schedule is attached, the completion dates may be identified in Appendix D.

The Company shall not be responsible for delays caused by strikes, war catastrophes, acts of God or actions by others not under the jurisdiction of the Company which might stop or delay the progress of work. No other justification or reason for delays of this project is acceptable.

12. Insurance and Bonding:

The Company shall provide Certificates of Liability and Worker's Compensation insurance providing coverage in accordance with the Municipality's insurance requirements, as set forth in the Project Specifications. Insurance coverage shall indemnify and save harmless the Municipality from any and all liability arising from the Company's work. The Company, at their own expense, should defend any suit which may be brought against the Municipality in connection with, or rising out of the services furnished hereunder.

The Company shall provide comprehensive general liability and automobile liability insurance coverage with the Municipality named as co-insured. Limits of liability for each coverage shall be a minimum of \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury and \$250,000.00 property damage.

Simultaneously with its 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 approval of the municipal attorney.

Copies of all insurance policies must be provided to the Municipality prior to the commencement of any work under this Contract.

13. Unsatisfactory Work:

If at any time during the Contract period the quality and/or progress of the Company's work shall not be satisfactory, the Municipality reserves the unilateral right to terminate the Contract upon thirty (30) days written notice directed to the principal place of business of the Company.

Thereafter, the Municipality shall be responsible only for the reasonable value of the services theretofore rendered, and in no event a sum greater than the ratio of completed work to the whole work contemplated by the Contract.

14. Interpretations of Specifications and Contract:

This Contract shall be construed pursuant to the laws of the State of New Jersey. Any

litigation with respect to the interpretation of the terms of this Contract shall be within the sole jurisdiction of the Court of the State of New Jersey.

15. Confidential Nature of Project:

Disclosure of appraisal information to any individual, company, or corporation, other than the Municipality's Assessor, the Municipality, or their authorized representatives is expressly prohibited, and if done before conclusion of this project will be considered a violation of the Contract. It is understood that this does not refer to information released under due process of law or the Open Public Records Act.

16. Public Relations:

During the progress of this project, the Company and its employees will endeavor to promote understanding and amicable relations with taxpayers and the general public. The Company and the Municipality will endeavor to orient and educate all interested persons as to the Reassessment project through newspaper articles, press conferences, public information mailings and meetings, and other publicity deemed necessary. Any informational materials shall be presented to the Municipality's Assessor for review prior to release. An initial mailing shall be made, at the company's expense, to all property owners explaining the nature and purpose of the Reassessment and setting forth a proposed date for the commencement of inspections in the Municipality.

The Municipality's Assessor shall arrange speaking appearances at Council meetings and/or at meetings of homeowners and business groups, as determined necessary, and the Company shall furnish qualified speakers in order that the purposes, methods and procedures of this Reassessment program can be explained to as many interested persons as possible. Meetings with homeowner groups should be scheduled prior to the commencement of field inspections within the group's sector of the Municipality where possible and deemed appropriate by the Municipality's Assessor. The Vendor must be available to assist the Municipality in a minimum of four (4) public information meetings during the course of the project. Additional meetings may be required at the discretion of the Municipality Manager and the Municipality's Assessor.

Upon completion of the inspections and initial determination of values, a notice will be sent by the Company to all tax payers to inform them of their proposed assessed values and how an appointment may be arranged with the Company for an informal review.

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

17. Materials and Information To Be Provided:

The Municipality shall **only** furnish the Company the following:

- a) Three (3) copies of an up-to-date tax map.
- b) Use of abstracts of deeds within the assessor's office.
- c) Use of SR1 - A forms within the assessor's office.

- d) Letters of introduction to facilitate the Firm's representative's access to property.
- e) The mailing addresses of all property owners in the municipality to enable the Firm to maintain a current mailing list.
- f) The use of official records and such other assistance required as an aid to facilitate the Firm's performance of the specifications noted within this contract.

18. Property Inspection:

At least 14 days prior to any inspections commencing, the Company (at its own expense) shall notify the current owners on file for each property within the Municipality, by mail, that the Company will be conducting inspections of every property within the Municipality between a designated timeframe. The letter must state that each property will be subject to an interior and exterior inspection and that there will be no further warning prior to the first inspection of the property. The letter will also state the nature of the inspection and provide contact information of the Company to field any specific questions pertaining to the actual inspection. This said letter must be approved by the Assessor prior to being mailed.

A careful inspection of each parcel shall be made after 9:00 a.m. but before 5:00 p.m. on any day, Monday through Saturday. Inspections may be scheduled with taxpayers any day of the week, including Sunday as long as the taxpayer agrees to the appointment time and day. Company acknowledges that a large segment of the Township has religious restrictions from sun down Friday to sun down Saturday.

A "door tag" or "door hanger," approved by the Municipality's Assessor shall be left at the first visit.

If the owner/occupant is not available at the time of the second inspection, a second calling card or "door tag" shall be left in a conspicuous place (not in a mail box) indicating that the field inspector has attempted two visits and request the owner/occupant to either return the card or telephone a given number to arrange for an interior inspection. This card shall include information advising that the assessment data will be estimated as required unless an interior inspection is arranged.

The date and time of a second inspection shall be substantially different from that of the original inspection (not the same day, nor same time of day, etc.).

In cases where no entry is possible after three attempts or an owner/occupant refuses to either set an appointment or allow entry to the premises, the Company shall make reasonable estimates of that property listing using professional appraisal methods. In no event shall a card be left requesting the owner/occupant to fill in information. The Company shall notify the Municipality's Assessor in writing of these refusals and estimations by a monthly report.

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

The type of construction will be recorded by component parts such as, but not necessarily limited to, foundation, basement area, wall construction, roof, floors, interior finish, heating system, fireplaces, plumbing, fixtures, number of rooms, actual and effective age, physical condition, physical, functional and economic depreciation and/or appreciation, if applicable, general quality of construction, rent (if rented), and sales data.

Each property data enumerator shall record the name or code of the person making the inspection and the date of the inspection as well as the signature of the occupant verifying that an interior inspection has been conducted. Actual interior inspection is required and at no time shall the property owner's description be accepted in lieu of inspection. The signature of the party present at the time of inspection shall be requested and be a part of the inspection documentation.

All properties within the Municipality must be inspected, measured and sketched, regardless of the class.

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

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

The format of the property record data collection card shall be as indicated on the Ocean County System (MOD IV and CAMA). The Assessor may make random spot checks throughout the Municipality to verify that inspections are being conducted in the appropriate manner. The Municipality's Assessor or his designee may accompany Company employees at any time during field inspections.

Properties which may be altered by building permits subsequent to field review and up to and including the date of mailing notices or valuation developed by the Company, shall require an audit trail and shall be field reviewed by the Company prior to finalization of value.

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

19. Computer Requirements:

The Reassessment of all properties must be computer generated so that the data can be integrated into the computer mass appraisal system (CAMA). Compatibility of any computer system used in the process of accomplishing this Reassessment must be demonstrated prior to the awarding of this Contract. The Municipality currently uses and will continue to use Vital Services Group -NJ tax assessment software.

It shall be the Company's exclusive responsibility to ensure compatible and actual operation of any computer system that the Company may use.

The Real Property Appraisal Manual of New Jersey, Third Edition, Volumes I and II and any updates must be computerized for the purpose of generating computer data files for residential and commercial properties.

All commercial, industrial and multi-family properties shall be processed in a separate file capable of being downloaded into the Assessor's computer file upon completion of data collection and valuation or as may be required.

The Company shall update the current land and residential data base. The Company shall not have access to the commercial, industrial, special purpose, multi-purpose, multi-family and improved exempt property record card information.

The Municipality shall receive the programs and any documentation necessary for maintaining and updating or expanding the computerized appraisal system which shall become the property of the Municipality. No distribution of any materials, with the exception of the MOD IV tape as required by the state, shall be permitted.

20. Land Valuation:

The Company shall collect and analyze all fair market sales that occurred during the three (3) years prior to the Reassessment implementation date in order to develop a market data approach.

The Company shall prepare a sample format to be approved by the Municipality's Assessor that will be used in this approach to value. The identification of market trends is important and a paired sales analysis is to be used to determine and document such trends. Analysis shall include sales ratio studies and the development of general, segmented, and stratified coefficients of deviation. Data shall be secured from all available sources, compiled, checked, and analyzed determination of land values. Factors affecting the value of land such as location, shape, size, topography, access to roads, railroads, and waterways, use, etc. shall be carefully considered.

The Company shall establish site values for each parcel within the Municipality utilizing the appropriate zoning requirements as a base. Any variations caused by parcel characteristics shall be determined as factors to be applied to the base cost to determine a final parcel valuation. Land valuers must be familiar with the process of valuations being affected by leases, flood plain, and hazard areas, wetlands, right of ways, and easements, riparian rights and leases, etc. if applicable.

Conservation easements, common areas and wetlands are to be valued uniformly throughout the Municipality where applicable. Right of ways, riparian rights, and easements are to be noted on the property data file and considered in the valuation process.

All land valuation calculations shall be recorded on the proper data files and carefully checked for accuracy. All computations from the base rate to the final calculated value shall be shown on the data files. The Company shall verify all land dimensions against the Municipality tax map.

All land calculations shall be in acreage and/or square footage at the direction of the tax assessor.

21. Residential Valuation:

For the appraisal of residential properties, the Third Edition of the New Jersey Real Property Appraisal Manual shall be utilized. Residential schedules shall contain all variations from the base in order to price all types of wall construction, roofs, floors, heating, air-conditioning, plumbing, fireplaces, interior finish, finished attics, dormers, finished basements, built-ins, multi-family homes, decks, patios, porches, piers, piles and garages. The schedules shall show prices for various sizes as well as types and grades of construction. A cost conversion analysis shall be submitted to the assessor to justify the factor utilized to determine the estimate of value in the cost approach. In the absence of vacant land sales a land abstraction methodology may be used to isolate the land and improvement values.

The Company shall collect and analyze all fair market sales that occurred during the three (3) years prior to the Reassessment date in order to develop the market data approach. The Company shall prepare a sample format to be approved by the Municipality's Assessor that will be used in this approach to value. The identification of market trends is important and a paired sales analysis is to be used to determine and document such trends. Analysis shall include sales ratio studies and development of general, segmented, and stratified coefficients of deviation and other such spreadsheet analysis deemed appropriate.

A certified letter, return requested, explaining the reasons for inspection shall be sent to all property owners that have refused the Company permission to inspect their property. A second regular letter shall be sent to those properties that were not inspected after three attempts to contact said owners. This is at the expense of the Company. Documentation is required to support the accomplishment of the entry inspection report.

The cost conversion factor shall be documented through market studies and shall be substantiated by written documentation. Use of the final cost factor shall be made only after approval by the Municipality's Assessor.

Physical, functional and economic depreciation and/or appreciation observed by any data collector must be recorded separately on the data file *and explained in writing for each property*. The final net condition is to be reflected in the improvement calculation. The concept of effective age shall be used.

A booklet of usable sales shall be developed by the Company and original copy provided to the Municipality's Assessor for the hearings and in support of value used. This booklet shall be provided for sales for a two-year period. At least one staff member of the Company that was responsible for establishing value shall be in attendance at each informal hearing.

New digital photographs will be taken by the Company, at its own expense, for all improved properties (no matter the class). Said photographs shall be properly and correctly identified using a digital, color camera and shall be prepared using equipment that allows for the inclusion of the date on each photograph. Photographs shall be attached to the MOD IV and CAMA files for each property. Additionally residential or commercial structures on the same parcel shall be separately photographed.

Any properties (no matter the class) subject to PILOT agreements are to be assessed according to current market value. Special attention should be taken to properties in this category.

22. Commercial, Industrial and Apartment Valuations:

For the appraisal of commercial, industrial and apartment properties, the Third Edition of the New Jersey Real Property Appraisal Manual shall be utilized when finalizing the value using the cost approach. A folder to create a Cost Sheet, sketch of the building, site plan, and income approach shall be required for all Class 4 properties, where applicable.

The Company shall collect and analyze fair market sales that occurred during the three (3) years prior to the Reassessment date to develop the market approach to value. The Company shall prepare a sample format to be approved by the Municipality's Assessor that will be used in this approach to value. The identification of market trends is important and a paired sales analysis is to be used to determine and document such trends. Analysis shall include sales ratio studies and the development of general, segmented, and stratified coefficients of deviation and other such statistical methods as considered appropriate.

A valuation utilizing the cost, market, and income approaches to value is to be generated for each property where applicable.

All properties that are experiencing an income or are potential income-producing properties shall have a written report outlining the factors used to develop the income approach valuation. The Township shall request income and expense statements on all class four (4) properties by certified mail, return receipt requested, pursuant to N.J.S.A 54:4-34 over the Municipality's Assessor's signature. Mailing costs for these requests shall be at the Company's expense.

The Company shall analyze the local market place to derive economic rates, rentals, and expenses in order to arrive at a supportable indication of value. The Company can make use of prior income and expense information received by the Municipality's Assessor to conclude this analysis which must be documented for future reference.

The Company shall analyze all income and expense statements received and investigate lease and rentals for the purpose of establishing economic rents and gross rent multipliers, when applicable.

Capitalization rates to be used for the income approach to value must be obtained from the market, documented, and provided to the Municipality's Assessor for review. An unloaded simple band on investment capitalization rate shall be derived for the purposes of developing an estimate of value on all income producing properties.

Site improvements such as fencing, lighting, docks, and paving are to be valued as accessory items.

Depreciation factors shall be determined through market studies and shall be substantiated by written documentation. Physical, functional, and economic depreciation and/or appreciation observed by a valuator must be recorded separately on the data file and explained in writing for each property when applicable. The final net condition is to be reflected in any calculations.

Documentation of sales, capitalization rates, and related information is to be filed under a separate report as approved by the Municipality's Assessor.

23. Land and Sales Mapping:

During the course of this project, the Company shall prepare a land value sales map to be transmitted to the Municipality's Assessor upon completion of this project for his/her future use. The VCS map must be approved by the Assessor. Each condo association should have a separate VCS.

The land value and sales map shall include the boundaries for each land use zone, the boundaries for each neighborhood control sector and the base land value rate to be applied for said control sector. This map shall also identify, by color-coding any properties which have sold between three (3) years and the completion date of this Contract as an arms-length transaction, the date of the sale and the sale price. A comparable sales booklet as described herein shall be part of this analysis also.

24. Property Owner Assessment Review:

Upon determination of property values the Company shall, at its own expense, notify each property owner of said valuation. Assessment notices must be sent out prior to **December 1, 2015**. This notice shall also advise the property owner of his/her right to attend an individual informal review of the valuation at a designated location within the Municipality. The Company shall schedule sufficient time to fully review and discuss the valuation with qualified Company personnel so as to complete informal reviews no later than **January 1, 2016**.

Upon completion of informal reviews, a written record of each hearing held shall be provided to the Municipality's Assessor for his/her review. Revisions resulting from taxpayer reviews shall only be made with the consent of the Municipality's Assessor. Each property owner shall be informed, in writing by the Company of the results of their valuation review within four weeks of the conclusion of all reviews.

25. Records and Computations to Become Property of Municipality:

Upon conclusion of all property owner reviews and acceptable revisions, the Company shall meet with the Assessor to finalize all aspects of this project. The purpose of this meeting shall be to transmit to the custody of the Assessor the original of all records and computations of the Company pertaining to any appraisal of property in the Municipality if not previously requested and received. No material shall be retained by the Company. These records shall include, but not necessarily be limited to:

- (1) Written statements to the public or group concerning the nature of the project;
- (2) Any letter or memoranda to individuals or groups explaining methods used in the appraisal of property;
- (3) Sales data collected for use in the appraisal process including comparable sales studies, sales ratio studies, sales map, and the sales book;
- (4) Land valuation data including the land value map indicating VCS areas;
- (5) Data relative to the determination of cost conversion factor and depreciation schedules;
- (6) Data relative to rental schedules, operating statements of income properties, and capitalization rate studies;
- (7) Data relative to general, stratified, segmented and weighted coefficient of deviation studies;
- (8) Data processing information pertaining to the format of the computer systems used in the project;
- (9) Pictures of properties as required by this Contract;
- (10) Digital files containing property data files which will produce the Municipality's Assessor's records to be used in the development of the certified tax list. These files shall be in a format consistent with the New Jersey Property Tax System MOD IV; and
- (11) Any other records pertaining to the Reassessment program or computer programs.

26. Defense of Values and Base Bid/Alternate A:

(a) Base Bid:

In the event the Company elects to bid solely on Base Bid (not Alternate A) the Company shall assist the Municipality's Assessor and the Municipality in defending all valuations rendered that may be appealed to the Ocean County Board of Taxation during the tax years 2016 and 2017. Such assistance shall include qualified expert personnel acceptable to the Municipality's Assessor who are knowledgeable with and shall have inspected the properties subject to an appeal. This provision relates to the year of completion and the subsequent year (2016 and 2017) after acceptance of the project.

(b) Alternate A:

Shall not include the services offered in Section 26(a) above. Accordingly, in the event the Company bids on Alternate A, the Project shall not require the Company to

assist Municipality's Assessor and the Municipality in defending all valuations rendered that may be appealed to the Ocean County Board of Taxation during the tax years 2016 and 2017.

27. Intentionally Deleted.

28. Affirmative Action/Equal Opportunity:

The parties to this agreement agree to incorporate into this agreement the mandatory language of subsection 3.4(a) of the Regulations promulgated by the New Jersey State Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the Company or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.4(a), provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said Regulations.

The parties agree to further incorporate into this agreement the mandatory language of subsections 7.4(a) and (b) of Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the Company or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsections 7.4(a) and (b).

The Company shall execute and comply with all requirements contained in the Affirmative Action Language attached to the Request for Proposals as well as the Equal Opportunity Employment Opportunity Language attached hereto as Appendix E, which shall be incorporated herein by reference. The Company shall submit a copy of its Certificate of Employee Information Report or Form AA-302 (Initial Employee Information Report) prior to any payments being made under this Agreement.

The parties, for themselves, their heirs, executors, administrators, successors, or assigns, hereby agree to the full performance of the covenants herein contained.

29. Americans With Disabilities Act of 1990:

The Company shall execute the "Americans With Disabilities Act of 1990" Certification attached hereto as Appendix F, which shall be incorporated herein by reference.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year written below.

ATTEST CLERK/WITNESS

LAKESWOOD TOWNSHIP

Kathryn Cirulli, Township Clerk

BY: _____
Albert D. Akerman, Mayor

DATE: _____

Witnessed By:

(NAME OF COMPANY)

(Print Name)

BY: _____
(Print Name)

(Print Title)

(Print Title)

DATE: _____

The foregoing agreement is hereby approved this _____ day of _____, 2015 Pursuant to P.L. 1971, Chapter 424.

Director, Division of Taxation, State of New Jersey

DATE: _____

APPENDIX A
MUNICIPALITY
PROPERTY CLASSIFICATION SUMMARY
2015

<u>CLASS PROPERTY CLASSIFICATION</u>	<u>NUMBER OF LINE ITEMS</u>
1 VACANT LAND	3,241
2 RESIDENTIAL (4 FAMILY OR LESS)	20,504
3A FARM REGULAR	9
3B FARM QUALIFIED	25
4A COMMERCIAL	566
4B INDUSTRIAL	176
4C APARTMENTS/MULTI FAMILY	95
15A EXEMPT PUBLIC SCHOOL	11
15B EXEMPT OTHER SCHOOL	180
15C EXEMPT PUBLIC PROPERTY	1047
15D EXEMPT CHARITABLE	237
15E EXEMPT CEMETERIES	7
15F EXEMPT MISC.	106
TOTAL	26,204

COMPANY _____

SIGNATURE _____

PRINT NAME _____

TITLE _____

DATE _____

APPENDIX A-1

MUNICIPALITY

REASSESSMENT PROJECT

SCHEDULE OF LINE ITEM FEES*

CLASS

1	VACANT LAND	\$ _____ PER PARCEL
2	RESIDENTIAL (4 FAMILY OR LESS)	\$ _____ PER PARCEL
3A	FARM QUALIFIED	\$ _____ PER PARCEL
3B	FARM REGULAR	\$ _____ PER PARCEL
4A	COMMERCIAL	\$ _____ PER PARCEL
4B	INDUSTRIAL	\$ _____ PER PARCEL
4C	APARTMENTS	\$ _____ PER PARCEL
15A	EXEMPT PUBLIC SCHOOL	\$ _____ PER PARCEL
15B	EXEMPT OTHER SCHOOL	\$ _____ PER PARCEL
15C	EXEMPT PUBLIC PROPERTY	\$ _____ PER PARCEL
15D	EXEMPT CHARITABLE	\$ _____ PER PARCEL
15E	EXEMPT CEMETERIES	\$ _____ PER PARCEL
15F	EXEMPT MISC.	\$ _____ PER PARCEL

*TO BE COMPLETED IN ANTICIPATION OF INCREASE IN LINE ITEMS UPON COMPLETION OF THIS AGREEMENT, AS COMPARED TO LINE ITEM COUNT AT BEGINNING OF PROJECT.

COMPANY _____

SIGNATURE _____

PRINT NAME _____

TITLE _____

DATE _____

APPENDIX C

(TO BE SUBMITTED ONLY UPON AWARD OF CONTRACT)

MUNICIPALITY

BACKGROUND INVESTIGATION RELEASE

POLICE DEPARTMENT CONSENT FORM

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

APPENDIX D

MUNICIPALITY

BREAKDOWN OF MAJOR TASKS OF REASSESSMENT PROJECT FURTHER BREAKDOWN OF
PAYMENT SCHEDULES

PROJECT TASK	TASK PERCENTAGE OF PROJECT (ROUNDED)	PERCENT OVERALL DOLLAR VALUE CONTRACT	PAYMENT DOLLAR VALUE OF CONTRACT	ANTICIPATED COMPLETION DATE(S)
1. PLANNING & ORGANIZATION			\$ /MO.	
2. DATA COLLECTION A. RESIDENTIAL B. VACANT LAND/ COMMERCIAL INDUSTRIAL/APARTMENTS EXEMPT PROPERTIES C. FARM PROPERTIES				
3. ANALYSIS & VALUATION A. RESIDENTIAL B. VACANT LAND/ COMMERCIAL INDUSTRIAL/APARTMENTS EXEMPT PROPERTIES C. FARM PROPERTIES				
4. FIELD REVIEW A. RESIDENTIAL B. VACANT LAND/ COMMERCIAL INDUSTRIAL/APARTMENTS EXEMPT PROPERTIES C. FARM PROPERTIES				
5. TAXPAYER HEARINGS				
6. PROJECT FINALIZATION				
7. RETAINAGE				

NOTES:

- 1. PROJECT TASKS 1 THROUGH 6 ARE SUBJECT TO ADJUSTMENT OF MINUS (-) 10% FOR CONTRACT RETAINAGE.**
- 2. CONTRACT PRICE TO BE BROKEN DOWN BASED ON THE PERCENTAGES NOTED.**
- 3. COMPANY TO COMPLETE APPENDIX D BASED ON CONTRACT PRICE.**
- 4. APPENDIX D TO BE APPROVED BY MUNICIPALITY'S ASSESSOR BEFORE ACCEPTANCE OF CONTRACT.**

COMPANY _____

SIGNATURE _____

PRINT NAME _____

TITLE _____

DATE _____

APPENDIX E
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the

statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

APPENDIX F

AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability

The contractor and the Township of Lakewood (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. 5121 01 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 there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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