

REQUEST FOR PROPOSALS  
FOR  
ONLINE TAX SALE HOSTING SERVICES  
FOR THE  
TOWNSHIP OF GLOUCESTER

\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
DEPARTMENT HEAD

  
\_\_\_\_\_  
BUSINESS ADMINISTRATOR

  
\_\_\_\_\_  
SOLICITOR

BID OPENING DATE:

**WEDNESDAY, OCTOBER 17, 2018**  
**at 2:00PM**

## TOWNSHIP OF GLOUCESTER, CAMDEN COUNTY

### NOTICE TO BIDDERS

NOTICE is hereby given that sealed proposals for Online Tax Sale Hosting Services

will be received no later than 2:00pm prevailing time on October 17, 2018, at the Municipal Building, 1261 Chews Landing Road, Chews Laurel Springs, New Jersey

Proposals must be addressed to the Township Clerk and will be opened and read publicly at the above time and date, and should be in a sealed envelope marked:

ONLINE TAX SALE HOSTING SERVICES

DO NOT OPEN UNTIL: OCTOBER 17, 2018@ 2:00PM

PROPOSAL forms, instructions to bidders, specifications and other bidding documents may be examined or obtained at the office of the Township Clerk, 1261 Chews Landing Road, Laurel Springs, New Jersey, during normal business hours.

The Township Council reserves the right to reject any or all proposals in whole or in part, and to waive such informalities as may be permitted by law.

BIDDERS are required to comply with the requirements of P.L. 1975, Chapter 127, and P.L. 1977, Chapter 33.

Information on Affirmative Action Program requirements is available at the office of the Township Clerk, Municipal Building, 1261 Chews Landing Road, Laurel Springs, New Jersey.

Nancy Power

TOWNSHIP OF GLOUCESTER  
RFP PROPOSAL FORM

WE THE UNDERSIGNED PROPOSE TO HOST ONLINE TAX SALES SERVICES FOR THE TOWNSHIP OF GLOUCESTER ON PURSUANT TO THE SCOPE OF SERVICES AND REQUIREMENTS AND MADE PART HEREOF:

Proposals shall be in the form of a flat dollar to be charged for each Property Advertised.  
For example: \$1, \$5, \$10, \$15 or any amount in between

PRICE PER PROPERTY ADVERTISED \$ \_\_\_\_\_  
Numerical Format

PRICE PER PROPERTY ADVERTISED \$ \_\_\_\_\_  
Written Format

Bidder Name \_\_\_\_\_

Address \_\_\_\_\_

Authorized Representative - \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

(ORIGINAL SIGNATURE 1W AUTUORIZED REPRESENTATIVE)

Email \_\_\_\_\_

Telephone No \_\_\_\_\_ Facsimile No \_\_\_\_\_

**All erasures and/or changes must be initialed by the individual making modifications to the solicitation for bids.**

PROPOSAL FORM/SIGNATURE PAGES

To: Township Council  
Gloucester Township  
1261 Chews Landing Road  
Laurel Springs, NJ 08021

Date: \_\_\_\_\_

Council:

This proposal is submitted in accordance with your advertisement inviting proposals to be received for the project identified as: \_\_\_\_\_

Having carefully examined the "Advertisement for Bids; Bidding Instruction", General Clauses", "Plans", etc. hereinafter, bulletins applying thereto, and being familiar with the various conditions affecting the work, the undersigned hereby agrees to furnish all materials, perform all labor, and all else necessary to complete the work in strict accordance with the specifications for prices as follows:

In case this proposal is accepted, the undersigned is hereby bound to enter into contract within ten (10) days after receipt of notice of acceptance for above mentioned work, in accordance with such specifications.

Subscribed and Sworn  
before me this \_\_\_ day  
of \_\_\_\_\_ 2018

\_\_\_\_\_  
(Type or Print Name)

Notarypublic of  
New Jersey

\_\_\_\_\_  
Signature

—  
My commission expires July 31, 2020

(Seal)

## INSTRUCTIONS TO BIDDERS

### NO DEPOSIT OR FEE IS REQUIRED FOR SPECIFICATIONS

#### QUALIFICATIONS OF BIDDERS

All bidders must be prepared to present suitable evidence of their financial standing and to furnish a list of similar work recently completed.

No verbal instructions or information to bidders will be binding. The specifications will be considered as clear and complete unless written attention is called to any discrepancies or incompleteness before the opening of bids. Should any written inquiries be received by the Business Administrator, these inquiries will be answered in the form of bulletins and issued to all bidders. These bulletins shall be considered a part of these specifications.

Bids will be considered as conclusive evidence of complete examination of specifications and samples. It is understood that parties making bids accept all the terms and conditions expressed and contained in the specifications attached to the proposal submitted.

A proposal Form/Signature Page is provided in these specifications. This form must be used in submitting a proposal and all pages of the form must be completely filled out and signed by the bidder.

#### PRESENTATION OF BIDS

Each bid must be enclosed in a sealed envelope and clearly marked on the outside:

“BID PROPOSAL”

(see advertisement, page 1), and delivered to the Office of the Township Clerk, 1261 Chews Landing Road, Laurel Springs, New Jersey 08021.

#### WITHDRAWALS

No proposal may be withdrawn later than 4:30 p.m. prevailing time on the day of the opening of the bids. No modifications or explanations of any bid will be allowed after the same is sealed and delivered to the Township Clerk. The proposals will be opened and read publicly by the Township Council.

The Township Council reserves the right to reject any or all bids or parts thereof as deemed to be in the best interest of the Township and to waive any immaterial informalities as maybe permitted by law.

#### FORM OF CONTRACT

The successful bidder will be required to execute a written contract with the Township Council within ten (10) days after notice of the acceptance of their proposal.

**REQUEST FOR PROPOSAL FOR HOSTING ONLINE TAX SALES  
FOR THE TOWNSHIP OF GLOUCESTER  
FOR A PERIOD OF ONE (1) YEAR**

The Township of Gloucester, Department of Tax is soliciting sealed proposals to host online tax sales for the Township of Gloucester. The Township conducts an accelerated tax sales per year. The contract shall be for a period of one (1) year from date of award.

Proposals should be in the form of a flat dollar to be charged for each item. For example \$1, \$5, \$10, \$15 or any amount in between.

**REQUIREMENTS FOR ONLINE BIDDING PROCESS**

The tax lien sale line items shall be publicly available on the vendor's website free-of-charge without requiring registration or membership prior to viewing. Bidding shall open no earlier than upon publication of the newspaper advertisement. Bidder registration shall be online and completed prior to submitting a bid (seven days prior to the tax sale).

Prior to placing a bid, each bidder must post a forfeitable deposit of 10% of the total amount to be purchased at the sale via ACH through the online vendor. A successful bidder who fails to make payment on lien certificates purchased shall forfeit the deposit amount to the municipality. The deposit must be held in the municipality's account and not that of the vendor. Any unused portion of the deposit must be returned to the bidder after the conclusion of the sale. The unused deposits shall be refunded automatically through the vendor's site by ACH.

**The online tax sale platform shall also provide, at a minimum the following:**

1. Detailed online instructions on how to utilize the website
2. The ability to obtain and electronically submit forms (w-9s, bidder information sheets)
3. A help desk for tax collectors and bidders through the internet, e-mail, and at least one toll-free number
4. A dedicated telephone hotline available for use by tax collectors until the sale's completion
5. Web-based training, including online tutorials, for both bidders and municipal officials responsible for administering the sale
6. A method by which bidders can practice bidding on the website
7. Available in-person training for municipalities, including a working demonstration of the website and overall system

8. Online display of winning bids immediately upon the auction's completion
9. Notification to winning bidders by email at the bidder's registered e-mail address
10. Provision of the electronic transfer of information and data to and from the municipality, including access for the tax collector to remove and update the tax lien sale list in real time
11. A transaction log for the tax collector to review of all bid submissions and results, along with a detailed history of all funds transferred
12. A standard complaint procedure for both the municipality and bidders, with a complaint log maintained by the vendor and available for the municipality's inspection.

The tax collector shall have the discretion to select either direct or proxy bidding for the online sale. In a direct bid auction, participants enter a bid for an item at either a specific rate of interest (0% up to 18% in increments of 1 %), or a specific dollar amount the bidder is willing to pay as a premium (in increments of \$100), with the successful bidder awarded the lien at the bid entered. Participants in proxy bid auction enter their lowest acceptable interest rate or highest acceptable premium for an item. The auction system monitors all other bids and enters competitive bids on the bidder's behalf at an interest rate increment lower than what would become the next lowest bid. If the interest rate is bid down to zero, and the bidder has entered a maximum premium amount, the system will enter competitive on the bidder's behalf at the next increment higher. The system stops entering bids on your behalf when you either win the auction or your minimum interest rate or maximum premium bid is reached.

All liens shall be auctions individually, such that a bid will be place on each lien with a winning bidder determined for each lien; bulk sale of liens is prohibited. Bid amounts shall not be visible to the public or to the municipality while the auction is in progress. No officer, employee, or independent contractor of the vendor may participate in the auction. All bid information and participant financial data is deemed property of the municipality.

The online tax sale platform shall enable the tax collector to accept and process ACH and wire payments as well as certified checks or cash. If the tax collector accepts certified checks or cash payments, the tax collector must immediately input data into the online tax sale

system to reflect any such payment. Successful bidders must make full payment for liens within close of the business day of the tax sale.

The vendor shall notify all registered bidders of any properties that become available again for bidding due to non-payment by a successful bidder. If the parcel is resold, interest shall be recalculated to the new sale date.

### **Minimum Experience for Vendors**

To be a qualified vendor the following requirement must be met:

- 1 Be presently conducting online tax sale in at least two states
- 2 Have conducted an online tax sale in the State of New Jersey in the past year
- 3 Have conducted online tax sales in the past two years that have included bidders from more than one state; or Be affirmatively marketing in more than one state a system for performing online tax sales

### **Vendor Cybersecurity and Internal Controls:**

Each vendor must demonstrate the following cybersecurity framework;

1. System Hosting
2. Encryption
3. Password policy and stall security education
4. Risk Assessment and security updates
5. Background checks for staff with access to financial and personal identifying information (e.g. prohibiting the use of Social Security numbers as identifiers)
6. Information backup, information disposal, and disaster recovery plans
7. Having a cybersecurity incident response plan and response team {CSIRT) with notification to the municipality of any incident experienced by the vendor.



## GENERAL CLAUSE

### PROPOSAL FORMS

As noted under "instructions to bidders", attached to these specifications is a "Proposal Form/Signature Form", which must be completely filled out and signed by each bidder.

As these Instructions to Bidders, Specifications, Form of Proposal, Signature Page, General and Special Clauses, etc. all refer to each other and together constitute a whole legal binding agreement and must be returned together as when delivered to bidder.

### **NO BID WILL BE ACCEPTED UNLESS SUBMITTED ON THE FORMS FURNISHED HEREIN**

All bids must be sealed, marked and delivered in accordance with the instructions in paragraph 5, and 6. Bids will be opened and read publicly by the Business Administrator at the time and day specified in the Advertisement for Bids. Reading of the bids will take place at the Municipal Building, 1261 Chews Landing Road, Laurel Springs, NJ 08021.

### DELIVERY

In general, deliveries shall be at such time and place as may be fixed by Council and shall not be made except upon definite instructions. See "Specifications" for delivery required under these present specifications.

### DISPOSAL OF MATERIALS. SUPPLIED ETC...NOT APPROVED.

Bidders shall understand that when materials, supplies, etc. have been delivered to the job which do not comply with the specifications and have not been approved, they shall be immediately removed upon notification to the contractor and replaced with material, supplied, etc., in full accordance with the specifications.

### PAYMENTS

Payments shall be made to the contractor within sixty (60) days of receipt of invoice, after inspection and acceptance of the material and/or work and approval of the invoice by the Township Council unless otherwise stipulated by the Township in the form of a contract.

### NUMBER OF WORKING DAYS

The contract shall contain the date which the work shall be completed or shall specify the number of working days to be allowed for its completion and/or delivery of materials equipment and supplies.

<p style="text-align: center;"><b>SUPPLEMENT TO BID SPECIFICATIONS</b> <b>NON-DISCRIMINATION</b></p>
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During the performance of a contract, the contractor agrees as follows:

1. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicants for employment because of age ( race, creed) color, national origin, ancestry, marital status, or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or 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, notice to be provided by the Public Agency Equal Employment Opportunity Officer setting forth provisions of the non-discrimination clause.
2. The contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.
3. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has collective bargaining agreement or other contract or understanding a notice, to be provided by the Public Agency Equal Employment Opportunity Officer advising the labor union or workers representative of the contractor's commitments under this act and shall post copies of the notice in a Conspicuous place available to employees and applicants for employment.
4. The contractor or subcontractor, where applicable agrees to comply with any regulations promulgated by the Treasurer pursuant to P.1..., c.127, as amended and supplemented from time-to-time.
5. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the regulations promulgated by the Treasurer pursuant to P .L. 1975, c. 127 as amended and supplemented from time-to-time or in accordance with a binding determination of applicable county employment goals, determined by the Affirmative Action Office pursuant to section 5.2 of the regulations promulgated by Treasurer pursuant to P.L. 1975, c, 127 as amended and supplemented from time-to-time.
6. The contractor or subcontractor agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
7. 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 statues and court decisions of the State of New Jersey and as established and by application Federal Law and applicable Federal Court decisions.

8. The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex and conform with the applicable employment goals consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal Law and applicable Federal Court decisions,

Provisions 4, 5, 6, 7, or 8 not required for subcontractors with (4) or fewer employees or a contractor who has presented evidence of a federally approved or sanctioned Affirmative Action Program

Submitted By:

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Name of Firm

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Signature

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Title

---

Date

Attachment III

MANDATORY EUQL 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, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17-27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges,

universities and labor unions that it 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 principals of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

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 three following documents:

- 1. Letter of Federal Affirmative Action Plan Approval**
- 2. Certificate of Employee Information Report**
- 3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj/treasury/contract compliance](http://www.state.nj/treasury/contract%20compliance))**

**Company:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**NON COLLUSION AFFIDAVIT**

State of New Jersey  
County of \_\_\_\_\_

County of \_\_\_\_\_

I, \_\_\_\_\_, residing in \_\_\_\_\_,  
(Name of Affiant) (Name of Municipality)

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(Title or Position) (Name of Firm)

The bidder making this proposal for the bid entitled \_\_\_\_\_, and that I

executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the \_\_\_\_\_ relies upon the truth of the statements contained in said Proposal and (Name of Contracting Unit) in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_.

Subscribed and sworn  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2018

\_\_\_\_\_  
(Type or Print Name)

Notary public of \_\_\_\_\_

\_\_\_\_\_  
(Signature)

My Commission expires \_\_\_\_\_

(Seal)

CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT

I, \_\_\_\_\_ of the (City, Town, Township, Borough, etc.)  
of \_\_\_\_\_ in the County of \_\_\_\_\_ and the  
State of \_\_\_\_\_ of fullage, being duly sworn according to law on my  
oath depose and say that:

1. I am a(n) owner, partner, shareholder or officer of the company set forth below and am duly authorized to execute this affidavit on its behalf.

(Check Appropriate Statements(s))

\_\_\_ I own, lease or control the necessary equipment required by the plans, specifications, and advertisements under which bids are asked for.

\_\_\_ I do not own, lease or control all the necessary equipment required by plans, specifications, and advertisements under which bids are asked for.

If the bidder is not the actual owner or lessee of all the necessary equipment provide the source from which the equipment will be obtained (Attach additional sheets if necessary.)

\_\_\_\_\_  
\_\_\_\_\_

Attach certification from the owner or person in control of the equipment definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary.)

Subscribed and sworn

before me this \_\_\_\_ day

of \_\_\_\_\_, 2018

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name of Company)

Notary Public of \_\_\_\_\_

My Commission Expires:

(Seal)

## PROOF OF BUSINESS REGISTRATION .

N.J.S.A. 52:32-44 required that each contractor submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at [www.nj.gov/dca/lgs/lp/busregis/bus](http://www.nj.gov/dca/lgs/lp/busregis/bus) or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1.) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2.) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3.) During the term of this contract, the contractor and its affiliates shall collect and remit and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the Use Tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this state.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.



NEW JERSEY "BUSINESS REGISTRATION CERTIFICATE" FORM

P.L. 2004 Ch. 57 requires that Business Organizations, be registered with the New Jersey Department of Treasury, Division of Revenue. The definition in the law is as follows:

"Contractor" means a business organization that seeks to enter or has entered into a contract with a contracting agency, to provide goods, services, or a construction ~~project~~, the cost of which exceeds 15% of the contracting unit's bid threshold.

Please indicate below, for the bidder and all subcontractors listed on the "Subcontractor Declaration" herein, as to their registration with the NJ Department of Treasury, Division of Revenue in accordance with P.L. 2004, Ch57.

Proof of registration is required for all contractors and named subcontractors. Proof of registration means a copy of the organization's Business Registration Certificate". No other form can be substituted to fulfill this requirement.

Copies of the Business Registration Certificate shall be submitted and attached to this form.

<u>Name</u>	<u>Not Registered</u>	<u>Registration Number</u>
Bidder _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____

Subscribed and Sworn  
Before me this \_\_\_\_ day  
of \_\_\_\_ 2018

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Signature

My Commission Expires \_\_\_\_

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Type or Print Name

**STATE OF NEW JERSEY - DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: \_\_\_\_\_

Bidder/Offeror: \_\_\_\_\_

**Part 1:  
CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX,**

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.starte.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 (Chapter 25 List") further certify that I am the person listed above, or I am an officer complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries or affiliates is listed on the Department's Chapter 26 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

**Part 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES. CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name \_\_\_\_\_ Relationship to Bidder/Offeror \_\_\_\_\_

Description of Activities \_\_\_\_\_

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_

Bidder/Offeror Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

**ADD AN ADDITIONAL ACTIVITIES ENTRY**

*Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any Part 1: hereto to the best of my knowledge are true and complete. I attest that I am authorized to execute the certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the state to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will constitute material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name \_\_\_\_\_ Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**STATEMENT OF CORPORATE OWNERSHIP**

In compliance with Chapter 33, laws of 1977 (N.J.S.A. 52:25-24.2), I certify the following:

\_\_\_\_\_ Firm is a sole proprietorship

\_\_\_\_\_ No stockholder or partner or the corporation or partnership holds ten percent (10%) or more ownership.

\_\_\_\_\_ Below are the names and addresses of all persons or entities owning ten percent (10%) or more of the bidder or supplier on whose behalf this certification is filed.

Name	Address	Percent Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

Note: If any of the above entities is a corporation, then the following are the names and addresses of all persons owning ten percent (10%) or more of that corporation.

Name	Address	Percent Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

I further certify that I will notify the Owner of any changes to the above list within ten (10) days of such change.

Signed this \_\_\_ day of \_\_\_ 2018

\_\_\_\_\_  
(insert Contractor's Name)

By: \_\_\_\_\_  
(A Partner or Corporate Officer)

Title: \_\_\_\_\_

CONTRACT FORM

TOWNSHIP OF GLOUCESTER – CAMDEN COUNTY, NEW JERSEY

THIS AGREEMENT made this \_\_\_\_ day of 2018, by and between the TOWNSHIP OF GLOUCESTER, COUNTY OF CAMDEN, a Municipal Corporation of the STATE OF \_\_\_\_\_, part of the second part;

The vendor/contractor agrees to provide services based upon the terms and conditions hereinafter set forth.

The vendor/contractor and the Township agrees, to be bound by the terms of the Notice to Bidders, Instruction to Bidders General Conditions and Specifications attached hereto and made a part of hereof, and delivery shall be made when and as directed by the Township.

This contract constitutes the entire agreement between the parties hereto and its provisions shall not be changed except in writing, agreeable to both parties. This contract shall expire 12/31/18.

\_\_\_\_\_  
TOWNSHIP CLERK

(Corporate Seal)  
ATTEST:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

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

The contractor and the Township of Gloucester, do hereby agree that the provisions of Title 11, of the Americans With Disabilities Act of 1990 42 U.S.C. S12101 et seq, which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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 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 subcontractor for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agree 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.