REQUEST FOR PROPOSALS

"INTERNET DEVELOPMENT MAINTENANCE SERVICES"

PLEASE TAKE NOTICE that sealed Proposals for Internet Development/Maintenance Services will be received by the Town Clerk of the Town of Secaucus ("Town"), or his designee, on June 19, 2014, by 12:00 p.m., prevailing time, at 1203 Paterson Plank Road, Secaucus, New Jersey 07094, at which time said Proposals will be publicly opened and considered.

All Proposals must be on the Proposal forms obtained from the Town and must be enclosed in a sealed envelope bearing the name and address of the Respondent and the words "Internet Development/Maintenance Services Vendor". The envelope must be addressed to Michael Marra, Town Clerk for the Town of Secaucus, 1203 Paterson Plank Road, Secaucus, New Jersey 07094, and may be delivered by hand, overnight courier or mail. The envelope containing the Proposal must be received by the Town Administrator by the date and time set forth above. No late Proposals will be accepted.

Proposal documents may be examined and obtained at the Town Purchasing Agent's office, 1203 Paterson Plank Road, Secaucus, New Jersey 07094, phone 201-330-2026, during business hours, 9:00 a.m. until 4:00 p.m. The fee for such documents is twenty ($20.00) dollars payable in cash or certified check to Town of Secaucus.

Each Proposal must be accompanied by a certified check, cashier's check or Bid bond from a surety company licensed to do business in New Jersey, in the amount of ten percent (10%) of the Total Cost Per Year in the Proposal submitted, exclusive of alternates, but not in excess of $20,000.00, made payable to the Town of Secaucus.

All Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 *et seq.* (P.L. 1975, c. 127 as amended) and N.J.A.C. 17:27-1.1 *et seq.*

The Town reserves the right to waive any minor irregularities in or to reject any or all Proposals.

By order of the Town of Secaucus.

GLOSSARY

The following definitions shall apply to and are used in this Request for Proposals:

"Town" - refers to the Town of Secaucus.

"Qualification Statement" - refers to the complete responses to this RFP submitted by the Respondents.

"Qualified Respondent" - refers to those Respondents who (in the sole judgment of the Town) have satisfied the qualification criteria set forth in this RFP.

"RFP" - refers to this Request for Proposals, including any amendments thereof or supplements thereto.

"Respondent" or "Respondents" - refers to the interested firm(s) that submit a Qualification Statement.

SECTION 1

INTRODUCTION AND GENERAL INFORMATION

1.1. Introduction and Purpose.

The Town is soliciting Qualification Statements from interested persons and/or firms for the provision of Internet Development/Maintenance Services, as more particularly described herein. Through the Request for Qualification process described herein, persons and/or firms interested in assisting the Town with the provision of such services must prepare and submit a Qualification Statement in accordance with the procedure and schedule in this RFP. The Town will review Qualification Statements only from those interested persons and/or firms that submit a Qualification Statement that includes all the information required to be included as described herein (in the sole judgment of the Town). The Town intends to qualify person(s) and/or firm(s) that (a) possesses the professional, financial and administrative capabilities to provide the proposed services, and (b) will agree to work under the compensation terms and conditions determined by the Town to provide the greatest benefit to the taxpayers of Secaucus.

1.2. Procurement Process and Schedule.

The selection of Qualified Respondents is subject to the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. The selection is subject to the "New Jersey Local Unit Pay-to-Play" Law, N.J.S.A. 19:44-20.4 et seq., and also the Town's Pay-To-Play Ordinance, however. The Town has structured a procurement process that seeks to obtain the desired results described above, while establishing a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a Qualification Statement in response to the RFP Qualification Statements will be evaluated in accordance with the criteria set forth in Section 2 of this RFP, which will be applied in the same manner to each Qualification Statement received.

Proposals will be reviewed and evaluated by the Town and its legal and/or financial advisors (collectively, the "Review Team"). The Qualification Statements will be reviewed to determine if the Respondent has met the minimum professional, administrative and financial areas described in this RFP. Under no circumstances will a member of the review team review responses to an RFP for a job which they or their firm submitted a response. Based upon the totality of the information contained in the Qualification Statement, including information about the reputation and experience of each Respondent, the Town will (in its sole judgment) determine which Respondents are qualified (from professional, administrative and financial standpoints). Each Respondent that meets the requirements of the RFP (in the sole judgment of the Town) will be designated as a Qualified Respondent and will be given the opportunity to participate in the selection process determined by the Town.

The RFP process commences with the issuance of this RFP. The steps involved in the process and the anticipated completion dates are set forth in Table 1, Procurement Schedule. The Town reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential Respondents.

All communications concerning this RFP or the RFP process shall be directed to the Town's Designated Contact Person, in writing.

Designated Contact Person:

Michael Marra
Town Clerk
Town of Secaucus
1203 Paterson Plank Road
Secaucus, New Jersey 07094

Proposal Statements must be submitted to, and be received by, the Town, via mail or hand delivery, by 12:00 p.m. on June 19, 2014. Qualification Statements will not be accepted by facsimile transmission or e-mail.

Subsequent to issuance of this RFP, the Town (through the issuance of addenda to all firms that have received a copy of the RFP) may modify, supplement or amend the provisions of this RFP in order to respond to inquiries received from prospective Respondents or as otherwise deemed necessary or appropriate by (and in the sole judgment of) the Town.

TABLE 1

ANTICIPATED PROCUREMENT SCHEDULE

ACTIVITY	DATE
1.Issuance of Request for Proposals	_____, 2014
2.Receipt of Proposal Statements	_____, 2014
3Opening of Proposals	_____, 2014
4.Town Team Analysis of Bids	_____, 2014
5.Appt. of Internet Development/Maintenance Services	_____, 2014 or thereafter

1.3. Conditions Applicable to RFP.

Upon submission of a response to this RFP, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Statement:

- This document is an RFP and does not constitute a Request for Qualifications ("RFQ").
- All costs incurred by the Respondent in connection with responding to this RFP shall be borne solely by the Respondent.
- The Town reserves the right in its sole judgment to reject for any reason any and all responses and components thereof and to eliminate any and all Respondents responding to this RFP from further consideration for this procurement.
- The Town reserves the right in its sole judgment to reject any Respondent that submits incomplete responses to this RFP, or a Statement that is not responsive to this RFP.
- The Town reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information.
- All Statements shall become the property of the Town and will not be returned.
- All Statements will be made available to the public at the appropriate time, as determined by the Town (in the exercise of its sole discretion) in accordance with law.
- The Town may request Respondents to send representatives to the Town for interviews.
- Any and all Statements not received by the Town by 12:00 p.m. on June 19, 2014 will be rejected.
- Neither the Town, nor their respective staffs, consultants or advisors (including but not limited to the Review Team) shall be liable for any claims or damages resulting from the solicitation or preparation of the Statement, nor will there be any reimbursement to Respondents for the cost of preparing and submitting a Statement or for participating in this procurement process.

- On the Proposal Form, the Respondent must state the prices, and rates offered, written or typed in ink, in words and numbers for each item requested.

- If the amount shown in words and its equivalent in figures in the Proposal Form do not agree, the written words shall be binding. In the event there is a discrepancy between the unit prices and the extended totals, including any formula, the unit prices shall prevail.

1.5 Rights of The Town.

The Town reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFP and the procurement process in accordance with the provisions of applicable law:

- To determine that any Statement received complies or fails to comply with the terms of this RFP.

- To supplement, amend or otherwise modify the RFP through issuance of addenda to all prospective Respondents who have received a copy of this RFP.

- To waive any technical non-conformance with the terms of this RFP.

- To change or alter the schedule for any events called for this RFP upon the issuance of notice to all prospective Respondents who have received a copy of this RFP.

- To conduct investigations of any or all of the Respondents, as the Town deems necessary or convenient, to clarify the information provided as part of the Statement and to request additional information to support the information included in any Statement.

- To suspend or terminate the procurement process described in this RFP at any time (in its sole discretion.) If terminated, the Town may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

- The Town shall be under no obligation to complete all or any portion of the procurement process described in this RFP.

1.6 Cost of Proposal Preparation.

Each proposal and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of the respondent. There shall be no claims whatsoever against the Town, its staff or consultants for reimbursement for the

payment of costs or expenses incurred in the preparation of the Statement or other information required by the RFP.

1.7 Proposal Format.

Responses should cover all information requested in the Questions to be answered in this RFP.

Responses which in the judgment of the Town fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

1.8a Proposal Guarantee.

Each Proposal shall be accompanied by a certified check, cashier's check or bid bond in the amount of not less than 10% of the total amount in the Proposal, but not to exceed $20,000. No cash will be accepted. The certified check, cashier's check or bid bond is offered as evidence of good faith and as a guarantee that, if awarded the contract, the Respondent shall execute the contract and provide a performance bond as stated in Section 1.8c below.

If a bid bond is offered as a guarantee, in must be made by a surety company qualified and authorized to do business in the State of New Jersey and must be signed by an officer or agent of the surety company. It will be non-conditional. Included with the bid bond must be such documents which indicate that the officer or agent is authorized to execute the bid bond. If a certified check or cashier's check is offered as a guarantee, it shall be made payable to the Town of Secaucus. **Failure to provide the Proposal Guarantee shall be cause for rejection of the Proposal.**

1.8b Consent of Surety.

All Respondents shall submit, with their Proposals, a certificate from an approved surety company, authorized to do business in the State of New Jersey, stating that it will provide the Respondent with a performance bond for the amount stated in Section 1.8c below. The successful Respondent will be required to furnish a surety corporation bond in the amount of the contract conditioned on the faithful performance thereof. The consent of surety will be non-conditional. **Failure to provide the Consent of Surety from an approved surety company authorized to do business in New Jersey shall be cause for rejection of the Proposal.**

1.9 Subcontractors.

Respondents will be allowed to use Subcontractors subject to the written approval of the Town of Secaucus.

1.10 Failure to Enter Contract.

Should the Respondent to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the Town may then, at its option, accept the Proposal of another Respondent.

1.11 Commencement of Work.

The Respondent agrees to commence work within thirty (30) calendar days from the date of award by the Town.

1.12 Termination of Contract.

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

The Contractor agrees to indemnify and hold harmless from any liability to subcontractor concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the County under this provision.

In case of default by the Contractor, the Town may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

SECTION 2

SCOPE OF SERVICES

2.1 It is the intent of the Town to solicit Statements from Respondents that have expertise in the provision of Internet Development/Maintenance Services. Firms and/or persons responding to this RFP shall be able to demonstrate that they will have the continuing capabilities to perform these services.

Also see Technical Specification attached as Exhibit "A".

SECTION 3

SUBMISSION REQUIREMENTS

3.1 General Requirements.

The Statement submitted by the Respondent must meet or exceed the professional, administrative and financial qualifications set forth in this Section 3 and shall incorporate the information requested below.

In addition to the information required as described below, a Respondent may submit supplemental information that it fees may be useful in evaluating its Statement. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

3.2 Administrative Information Requirements.

The Respondent shall, as part of its Statement, provide the following information:

a. A summary page containing information requested in this Statement.

b. Name, address and telephone number of the firm or firms submitting the Statement pursuant to this RFP, and the name of the key contact person.

c. A description of the business organization (i.e., corporation, partnership, join venture, etc.) of each firm, its ownership and its organizational structure.

   1. Provide the names and business addresses of all Principals of the firm or firms submitting the Statement. For purposes of this RFP, "Principals" means persons possessing an ownership, interest in the Respondent. IF the Respondent is a corporation, "Principals" shall include each investor who would have any amount of operational control over the Respondent and every stockholder having an ownership interest of 10% or more in the firm.

   2. If a firm is a partially owned or a fully-owned subsidiary of another firm, identify the parent company and described the nature and extent of the parents' approval rights over the activities of the firm submitting a Statement. Describe the approval process.

   3. If the Respondent is a partnership or a joint venture or similar organization, provide comparable information as required in (b) above for each member of the partnership, joint venture or similar organization.

d. The number of years your organization has been in business under the present name.

e. The number of years the business organization has been under the current management.

f. A statement that the Respondent is in compliance with all applicable affirmative action (or similar) requirements with respect to its business activities, together with evidence of such compliance.

g. Any judgments within the last three years in which Respondent has been adjudicated liable for breach of contract. If yes, please explain.

h. Whether the business organization is now or has been involved in ay bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.

i. Confirm appropriate federal and state licenses to perform activities.

3.3 <u>Indemnification.</u>

To the fullest extent permitted by law, Contractor shall release, indemnify, defend and hold harmless the Town, and its Council Members, administrators, officers, employees and agents (collectively, the "Indemnified Parties" and individually, an "Indemnified Party") from and against any and all claims, damages, losses, fines, civil penalties, liabilities, judgments, costs and expenses of any kind or nature whatsoever, including, but not limited to, interest, court costs and attorneys' fees, which in any way arise out of or result from any act(s) or omission(s) by Contractor (or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable) in the performance or non performance of services or other obligations under this Agreement or in the use or occupancy of any facilities or equipment provided by the Town, including, but not limited to, injury to or death of any person, damage to or destruction of any property, real or personal (including, but not limited to, property owned, leased or under the control of the Town), and liability or obligations under or with respect to any violation of federal, state and local laws, regulations, rules, codes and ordinances (including, but not limited to, those concerning environmental protection). This Section shall apply regardless of whether or not the damage, loss or injury complained of arises out of or relates to the negligence (whether active, passive or otherwise) of, or was caused in part by, an Indemnified Party. However, nothing contained in this Section shall be construed as a release or indemnity by Contractor of an Indemnified Party from or against any loss, liability or claim to the extent arising from the gross negligence or willful misconduct of that Indemnified Party. This Section shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which would otherwise exist in favor or any Indemnified Party, or any obligation of Contractor, its officers, directors, employees, agents or contractors to indemnify an Indemnified Party. Contractor's obligations under this Section shall not be limited in any

way by any limitation on the amount or type of damages, compensation or benefits paid or payable by Contractor under workers' compensation laws, disability benefits laws or other employee benefit laws or regulations. The indemnification obligations of this Section shall survive termination or expiration of this Agreement.

3.4 Affirmative Action Requirements.

The successful Respondent agrees to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127 as amended) and N.J.A.C. 17:27-1.1 et seq. The bidder agrees to the mandatory language and terms set forth below as required by N.J.A.C. 17:27-1.1 et seq. Prior to the execution of the Contract, the successful Respondent will submit (1) evidence that the Respondent is operating under an existing federally approved affirmative action program, (2) a Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27-4, or (3) a completed initial Affirmative Action Employee Information Report (Form AA-302).

Mandatory Affirmative Action Language

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting 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 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. l7:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents: (1) Letter of Federal Affirmative Action Plan Approval; (2) Certificate of Employee Information Report; or (3) 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.

3.5 Americans with Disabilities Act of 1990.

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. The successful bidder agrees to comply with the

requirements of Title II of the Americans With Disabilities Act of 1990 ("Act"). The bidder agrees to the mandatory language and terms of the Act as follows:

The Contractor and the Town do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 *U.S.C.* § 12101 *et seq.*), which prohibits discrimination on the basis of disability by public entities in a all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Town 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 Town in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Town, 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 Town grievance procedure, the Contractor agrees to abide by any decision of the Town which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Town or if the Town incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

It is expressly agreed and understood that any approval by the Town 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 Town pursuant to this paragraph.

It is further agreed and understood that the Town 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 the contract.

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 the contract, nor shall they be construed to relieve the Contractor from any

liability, nor preclude the Town from taking any other actions available to it under any other provisions of the contract or otherwise at law.

3.6 New Jersey Business Registration Requirements.

The Respondent shall comply with the requirements of the Business Registration law, N.J.S.A. 52:32-44 (P.L. 2004, c. 57). The Respondent shall submit a copy of its business registration certificate with its Proposal. The mandatory language and terms of the Business Registration law are set forth below. For information on the Business Registration law go to: http://www.state.nj.us/njbusiness/registration

N.J.S.A. 52:32-44 (P.L. 2004, c. 57) (Business Registration Law) amends and supplements the business registration provisions of N.J.S.A. 52:32-44, which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.), or the Public School Contracts Law (N.J.S.A. 18A:18A-1, et seq.)

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

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

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

A business organization that fails to provide a copy of a business registration as required pursuant to the Business Registration Law, N.J.S.A. 52:32-44, or that provides false business registration information, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

3.7 Professional Information Requirement.

a. Respondent shall submit a description of its overall experience in the provision of the type of services sought in the RFP. At a minimum, the following information on past experience should be included as appropriate to the RFP.

1. Description and scope of work by Respondent.

2. Name, address and contact information of references.

3. For each public entity that the Respondent has performed work, or provided services for, in the past three (3) years, provide the name, contact number and a description of work performed or services provided.

4. Explanation of perceived relevance of the experience to the RFP.

5. Describe the services that Respondent would perform directly.

6. Describe those portions of the Respondent's services, if any, for which the Respondent uses a sub-contractor. Identify all subcontractors the Respondent anticipates using in connection with this project.

7. Resumes of key employees.

8. A narrative statement of the Respondent's knowledge of the Town's needs and goals.

9. List all immediate relatives of Principal(s) of Respondent who are Town employees or elected officials of the Town. For purposes of the above "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandchild, and in-laws by reason of relation.

10. Proposed rate schedule for the provision of services.

SECTION 4

SUBMISSION OF PROPOSAL STATEMENT

4.1 Submission to Designated Contact Person; Date.

Respondents must submit an original and five (5) copies of their Statement to the Designated Contact Person:

Michael Marra
Town Clerk
Town of Secaucus
1203 Paterson Plank Road
Secaucus, New Jersey 07094

Statements must be received by the Town no later than 12:00 p.m. on June 19, 2014, and must be mailed or hand delivered. Statements forwarded by facsimile or e-mail will not be accepted.

SECTION 5

EVALUATION

5.1 Evaluation Objective.

The Town's objective in soliciting Statements is to enable it to select a firm or organization that will provide high quality and cost effective services to the citizens of Secaucus. The Town will consider Statements only from firms or organizations that, in the Town's judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the Town in the manner described in this RFP.

To be responsive, Statements must provide all requested information and must be in strict conformance with the instructions set forth herein. Statements and all related information must be bound, and signed and acknowledged by the Respondent.

5.2 Evaluation Criteria.

See Exhibit "A" attached hereto.

SECTION 6

6.1 **Fee:** to be quoted in Proposal.

SCHEDULE A

1. **Services.** Vendor shall provide the specific technical services described in Schedule A hereto (the "Services"). Customer's selection of Services may include:

a. Web Server. Procurement of necessary hardware and software, installation services, and physical linking of Customer's Web server to the Internet via an Internet access provider acceptable to Customer, or through a direct Internet connection.

b. Web Server Maintenance. Periodic servicing of Customer's Web server hardware or software.

c. Firewall. Sale, installation, and maintenance of hardware, software, and communications facilities for operation of a "firewall," including operating systems and network interfaces.

d. Webhosting. Installation and monthly service costs for hosting Municipalities website on an ongoing basis and to consult with Municipality regarding the procurement of telecommunication services such as the use of leased lines (e.g., 56Kbps lines, fractional or full T1 lines, or fractional T3 lines). Note: If customer requires the telecommunications carrier to extend the circuit from the building phone closet to Customer's office space, extended wiring is billed directly by telecommunications carrier at such carrier's charges.

e. Consulting/Training. Consulting, training, or other professional services as may be specified.

Services may be added or changed from time to time upon both parties' execution of revised or supplemental versions of Schedule A.

2. **Term and Termination.** The initial term of this Agreement shall be two (2) years. The term will commence upon the later of the date of the adoption of a Resolution approving this Agreement by the Town of Secaucus or the date specified in that Resolution as to when this Agreement shall commence. This Agreement shall renew automatically thereafter on the anniversary on the date set forth in this paragraph for two (2) subsequent one (1) year terms, unless and until either party terminates this Agreement by providing written notice to the other party at least sixty (60) days prior to next renewal date.

Notwithstanding the foregoing, either party may terminate this Agreement upon thirty (30) days' written notice of a material breach by the other party of its obligations hereunder, provided such breach is not cured within such thirty-day period. Such notice shall describe in detail the alleged breach.

Notwithstanding the foregoing, the customer may terminate this Agreement for any reason whatsoever by providing ninety (90) days prior written notice to the vendor.

Upon termination or suspension of service as permitted by this Agreement, Vendor reserves the right to erase or remove any data stored in Vendor's facilities without prior notification.

3. **Fees, Expenses, and Payment.**

a. Fees. Vendor shall not increase fees during the base term of the Agreement, however, such fees may be increased during any renewal period upon thirty (30) days' prior notice to Customer, but Vendor shall not increase fees more than once in any *renewal period.*

b. Reimbursement of Expenses. In addition to the foregoing fees, Customer shall pay Vendor its actual .out-of-pocket expenses as reasonably incurred by Vendor in the performance hereunder. Vendor agrees to provide Customer with such receipt, ledgers, and other records as may be reasonably appropriate for Customer or its accountants to verify the amount and nature of any such expenses.

c. Additional Work. Unless otherwise agreed in advance, the fees for any follow-up or additional work not described in this Schedule and Exhibit A shall be performed on a time and materials basis at Vendor's then-current rates for such work, as further described in the proposal.

d. Payment. Customer shall-pay all initial fees upon signing this Agreement. Customer shall pay all subsequent fees and expenses owing to Vendor hereunder within *ten (10)* days after Vendor has submitted to the Customer an itemized invoice therefore.

4. **Service Usage**. Vendor's services are only to be used for lawful purposes. Customer shall not transmit, re-transmit, or store material in violation of any federal or state laws or regulations, including laws relating to infringement of intellectual property rights of others. Upon notice from Vendor, Customer shall promptly eliminate any hazard, interference, or service obstruction that hardware or software not provided by Vendor is causing, or is likely to cause. Vendor shall, at its option, trouble shoot problems caused by such hardware or software at Customer's request. Such services, if provided, shall be billed out as provided for additional work above.

5. **Internet Link**. Customer's access to the Internet shall be through a third-party Internet service provider, or through its own Internet connection. Except as otherwise provided in Exhibit A hereto, Vendor is not responsible for the operation of such services or connections.

Customer's Web pages shall be available on the Internet either through Vendor's own Internet site, through a third-party Internet service provider, or through Customer's own Internet site, as mutually agreed.

In no case shall Customer be provided with direct access (by modem or otherwise) to Vendor's computer system, other than access that is available to third parties generally through the Internet.

6. **Internet Connections and Use**. Customer shall be solely responsible to its Internet connectivity and Vendor shall have no responsibility regarding maintenance, support or other system connections to Customer's internet connection, except as provided herein. Vendor shall not be responsible for omission, interruption, corruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of information or facilities, or malfunctioning websites.

7. **License Granted to Municipality**. Vendor will be the sole owner of all intellectual property, software applications, source code and object code (hereinafter IP) utilized in connection with the development of the Town's website. Vendor will grant a non-exclusive license to the Town to use the IP provided and incorporated by Vendor and used as an integrated part of the website, including but not limited to a non-exclusive license to use all pre-existing data, databases, graphics, templates, software programs and. other material contributed by it to the development or operation of the Website. The Town acknowledges that the Vendor will be the sole and exclusive owner of all programs associated with the services unless otherwise noted. The license which will be granted to the Town by the Vendor shall terminate automatically upon termination of any Agreement, unless otherwise extended in writing and signed by both parties. The Town's domain name is **secaucusnj.org** and the Town shall retain ownership of its domain name and the content displayed on the website as provided by the Town or otherwise upon termination of this Agreement. Unless the Town relocates its domain to another server, it shall be responsible to pay the Vendor for hosting fees on a monthly basis at the same rate provided in Schedule A, until such time as the domain will be relocated. The Vendor may reserve the right to use and exploit the Town's Website for marketing and promotional purposes.

8. **Indemnification.** Customer, at its own expense, shall defend, indemnify, pay incurred costs and hold harmless Vendor, its agents, affiliates, successors, and assigns with respect to any claim or action brought against Vendor, its agents, affiliates, successors, and assigns arising out of or in connection with the operation, condition, or content of Customer's Web page, website, or other Internet graphical or non-graphical interface; any use of Internet facilities conducted or permitted by Vendor; the conduct of any business, advertising, marketing, or sales in connection therewith; and any negligent or illegal act or omission of Vendor or any of its agents, contractors, servants, employees, or other users or accessees. Vendor shall promptly notify Customer of any such claim, shall provide reasonable assistance in connection with the defense and/or settlement thereof, and shall permit Customer to control the defense and/or settlement thereof.

If notified of any allegedly infringing, defamatory, damaging, obscene, illegal, offensive use or activity, or viruses, Vendor may (but shall not be required to) investigate the allegation, or refer it to Customer or a third party for investigation, and

Vendor reserves the right to correct or remove or' request the removal of the applicable content from the Web page or any other text or item linked to the Internet. If Customer refuses such request, Vendor may, at its option, and at the expense of the Customer, immediately remove the subject Web page or other text or item from the Internet, suspend the Services provided hereunder, or terminate this Agreement. Vendor shall not be liable for any damages incurred by Customer or Customer's website visitors as a result of such action.

9. **Confidentiality.** (a) Neither party shall copy, use, or disclose any Confidential Information of the other except as reasonably required to perform its duties hereunder, and shall only disclose such information to those employees, subcontractors, and agents that have a "need to know" such information to perform their duties.

For purposes of this Agreement, "Confidential Information" shall mean any competitively sensitive or secret business, marketing, or technical information of either party. Confidential Information shall not include, however, information that is: (a) generally known to the public or readily ascertainable from public sources (other than as a result of a breach of confidentiality by either party or any person or entity associated with that party); (b) independently developed without reference to or reliance on any Confidential Information of the other party, as demonstrated by written records (which shall be provided upon request); or (c) obtained by one party from an independent third party who has created or acquired such information without reference to or reliance on Confidential Information of the other party, as demonstrated by written records (which shall be provided upon request).

(b) It is Web Developer's policy to respect the privacy of electronic mail stored on or transmitted through the Host System. Electronic mail messages may be encrypted by Customer or users. The Web Developer will not intentionally disclose the content of electronic mail to anyone other than the addressee, authorized recipients or to those who provide forwarding or delivery services, without the consent of the sender, the recipient or as required by law. The Web Developer reserves the right to examine electronic. if disclosure is required by court order or law enforcement authorities. Web Developer may periodically delete unread or archival copies of electronic mail at published intervals and upon termination of this Agreement.

10. **Warranty and Limitation of Liability.** Services provided by Vendor hereunder shall be performed in a professional and workmanlike manner and shall substantially conform to the description of Services set forth in Schedule A hereto for a period of *one year* after the commencement of such Services. Should Vendor breach this warranty, Customer shall so notify Vendor in writing, and Vendor shall use reasonable diligence to remedy such breach within *sixty days* of receipt of Customer's notice. Should Vendor fail to remedy the breach within that time, Customer shall be entitled to a reasonable abatement of fees hereunder. EXCEPT AS PROVIDED IN THIS PARAGRAPH, ALL SERVICES ARE DELIVERED WITHOUT WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S SOLE REMEDY FOR VENDOR'S BREACH OF ALL WARRANTIES HEREUNDER IS AS SET FORTH IN THIS PARAGRAPH 10.

IN NO EVENT SHALL VENDOR BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, WHETHER SUCH DAMAGES ARE ALLEGED IN TORT, CONTRACT, INDEMNITY, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES.

The foregoing limitations include and apply to, without limitation, any liability arising out of the performance or failure to perform of any hardware, software, or Internet connection, from any errors, omissions, interruptions in or failure to provide Internet service; from interruptions in Web page availability; from the consequences of computer viruses transferred over the Internet or otherwise; or from communication line failure, breach of security due to use of the Internet, or any loss of information or confidentiality due thereto.

11. **General Provisions.** Vendor may assign or subcontract its work to be performed hereunder to one or more qualified third parties who may be operating on a consulting or subcontracting basis for Vendor, but only with the prior written consent of the Town which will not be reasonably withheld. Vendor may also assign its rights and obligations hereunder to any successor to all or any substantial part of its business pertaining to this Agreement. Customer shall not assign this Agreement without Vendor's consent, except to a successor to all or any substantial part of Customer's business. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding on, the parties hereto, their successors and assigns.

In the event that any provision of this Agreement is found unenforceable under applicable law, the remaining provisions of this Agreement shall nonetheless be enforced to the maximum extent permitted by law consistent with the fundamental intent of the parties.

The waiver by either party of a breach or default in any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power, or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior Agreements between the parties, whether written or oral, relating to the same subject matter.

No modification of this Agreement shall be effective unless in writing signed by an officer of Vendor and a duly authorized representative of Customer.

The relationship of Vendor and Customer established by this Agreement is solely that of independent contractors. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties. Vendor is not to be considered the agent of Customer or any third-party provider of

goods or services with regard to the performance of their respective contractual or other legal obligations.

Any purchase order or other document issued by Customer is for administrative convenience only. In the event of any conflict between this Agreement, and any purchase order this Agreement shall prevail.

Vendor shall be excused from performance hereunder to the extent that such performance is prevented, delayed, or obstructed by causes beyond its reasonable control including (without limitation) acts of any federal, state, or local governmental authority; fires, floods or other natural disasters; strikes or labor unrest; terrorism or acts of war; degradation of telecommunications service; severe weather conditions; or for any other matters that are beyond Vendor's control, whether or not otherwise foreseeable.

Vendor will be granted free access to all public buildings and events within the municipality. If municipally requires parking permits, vendor will be issued permit regardless of residency policy.

Exhibit "A"

1. Service Commencement & Rates: Please provide a proposal for a monthly

licensing fee, a monthly web hosting fee:

2. Vendor shall provide a photographer to at least one (1) event per month.

3. Annual Contract Rate:

4. Please list all additional fees, expenses or other costs in connection with said services:

5. Upon initial engagement, Vendor will provide the following enumerated services:

a. Immediately back up existing website.
b. Secure a domain name, if necessary; if not, customer's existing domain will be moved to a Vendor server. Email hosting if applicable remains intact, however Vendor does not support email.
c. Secure a hosting account.
d. Transfer existing website to new server as archive.
e. Set up meetings with key members of the municipality staff including administrative and department heads.
f. Authorize and enable domain to be used to host email, Vendor does not host email.
g. Post Vendor Municipal Website Survey to access online and filled out online by municipal staff.
h. Launch website features and components within 45-60 days of commencement of contract.
i. Commencement is triggered on the timely return of surveys by municipal staff.
j. Use all information gathered from Municipal website survey's to build specific department webpage's. All surveys must be completed online.
k. Provide two on site visits per month.
l. Provide and photograph one community event visit per month.
m. Integrate any graphics or pictures taken of event and posted with online photo gallery.
n. Develop a working relationship with any current public relations firm engaged by the Municipality.
o. Launch website.
p. Vendor will manually enter meeting dates as they are approved by resolution.
q. Integrate events and meetings components in a database format.

r. Vendor will manually enter community events throughout the term of the contract.
s. Community links must be provided by municipality and may be edited at any time.
t. Homepage is dynamic and will automatically updated via internal database. :
u. All additional pages are considered static and may be changed manually when needed.

6. Customer Content:

Any content provided by the Town will be in digital format, via text emails, attached emails or other digital media. In addition all content provided by the Town shall include copyright releases in favor of the Vendor for inclusion in the website.

7. Additional Services:

a. Transcribing content from hard copy to digital.
b. Attending non-website related meeting.
c. Attending additional community events.
d. Additional information gathering meetings at Town locations.

8. Methodology to Evaluate Proposals: All proposals shall be evaluated and ranked according to technical, management and cost related criteria. The overall experience of a vendor shall constitute seventy percent (70%) of the evaluation process while the cost related criteria shall constitute thirty percent (30%) of the Proposal. The Town Administrator/Finance Director shall evaluate all proposals in accordance with the methodology described in this Request for Proposals and the Town Administrator shall prepare a report evaluating and recommending the award of a contract or contracts in accordance with the aforementioned methodology and in accordance with N.J.S.A. 40A:11-4.5.

TOWN OF SECAUCUS

CHECKLIST

The following items, as indicated below with an "x", shall be provided with the receipt of sealed submissions.

1. _____ Affidavit of Non-Collusion

2. _____ Disclosure of Ownership Form

3. _____ Insurance Requirement Acknowledgement Form

4. _____ Mandatory Equal Employment Opportunity Notice Acknowledgement

5. _____ Business Registration Certificate issued by the New Jersey Department of Treasury, pursuant to N.J.S.A. 52:32-44(1)(b) (P.L. 2004, c. 57)

6. _____ Service Entity Information Form

7. _____ Qualification Submission

8. _____ Acknowledgment of Corrections, Additions or Deletions Form

_____(seal)
(Contractor)

BY: _____
(Authorized Signature)

_____
(Printed Name and Title)

1. AFFIDAVIT OF NON-COLLUSION

RE: Internet Development Maintenance Services

STATE OF NEW JERSEY)
) ss.:
COUNTY OF)

I, _____ residing at _____ in the City/Town/Township/Borough of _____, and State of _____ , of full age, being duly sworn according to law upon my oath depose and say:

1. I am the _____of the firm of _____, the bidder making the bid for the above-named project, services and/or material bid, and I executed the Bid Proposal Form with full authority to do so; and I state that the 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/or material bid, and that all statements contained in the bid and in this Affidavit are true and correct, and made with full knowledge that the Town of Secaucus (the "Town") relies upon the truth of the statements contained in the Bid Documents completed and submitted by the bidder, and in the statements contained in this Affidavit, in awarding the contract for the said project, services and/or material bid.

2. 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 _____.

_____
(Signature of Affiant)

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

_____
(Printed Name)

_____
NOTARY PUBLIC

_____
(Title)

TOWN OF SECAUCUS

2. DISCLOSURE OF OWNERSHIP FORM

N.J.S.A. 52:25-24.2 reads in part that "...no corporation or partnership shall be awarded any contract by the State, County, Municipality or School District, or any subsidiary or agency thereof, unless prior to the receipt of the submission of the contracting or partnership, there is provided to the public contracting unit a statement setting forth the names and addresses of all individuals who own 10% or more of the stock or interest in the corporation or partnership".

1. If the service entity is a **partnership**, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.

2. If the service entity is a **corporation**, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.

3. If a corporation owns all or part of the stock of the corporation or partnership providing the submission, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of **that** corporation.

COMPLETE ONE OF THE FOLLOWING STATEMENTS:

I. Stockholders or Partners owning 10% or more of the company providing the submission:

Name	Address

II. No Stockholder or Partner owns 10% or more of the company providing this submission:

SIGNATURE:_____ DATE:_____

III. Submission is being provided by an individual who operates as a sole proprietorship:

SIGNATURE:_____ DATE:_____

IV. Submission is being provided by a corporation or partnership that operates as a (check one of the following):

_____ Limited Partnership _____ Limited Liability Corporation

_____ Limited Liability Partnership _____ Subchapter S Corporation

SIGNATURE:_____ DATE:_____

TOWN OF SECAUCUS

3. INSURANCE REQUIREMENTS AND ACKNOWLEDGMENT FORM

Certificate(s) of Insurance shall be filed with the Town Clerk's Office upon award of contract by the Mayor and Council.

The minimum amount of insurance to be carried by the Service Entity shall be as follows:

GENERAL LIABILITY INSURANCE

Limits shall be a minimum of $1,000,000 for each claim and $1,000,000 aggregate each policy period and Town shall be named as and additional insured.

Acknowledgement of Insurance Requirement

_____ _____

(Signature) (Date)

_____

(Printed Name and Title)

4. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE (N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.)

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

This form is a summary of the successful professional service entity's requirement to comply with requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

The successful professional service entity shall submit to the Town of Secaucus, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-1.1 et seq.;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and distributed to the Town of Secaucus to be completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful professional service entity may obtain the Employee Information Report (AA302) during normal business hours.

The undersigned professional service entity certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. and agrees to furnish the required forms of evidence.

The undersigned professional service entity further understands that his/her submission shall be rejected as non-responsive if said professional service entity fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

COMPANY:_____

SIGNATURE:_____ PRINT NAME:_____

TITLE:_____ DATE:_____

TOWN OF SECAUCUS

6. SERVICE ENTITY INFORMATION FORM

If the Service Entity is an INDIVIDUAL, sign name and give the following information:

Name:_____

Address: _____

Telephone No.: _____ Social Security No.: _____

Fax No.: _____ E-Mail: _____

If individual has a TRADE NAME, give such trade name:

Trading As: _____ Telephone No.: _____

****

If the Service Entity is a PARTNER, give the following information:

Name of Partners_____

Firm Address: _____

Telephone No.: _____ Federal Tax ID No.: _____

Fax No.: _____ E-Mail: _____

Social Security No.: _____

Signature of Authorized Agent: _____

****

If the Service Entity is INCORPORATED, give the following information:

State whose laws incorporated: _____

Location of Principal Office: _____

Telephone No.: _____ Federal Tax ID No.: _____

Fax No.: _____ E-Mail: _____

Name of Agent in charge of said office upon whom notice may be legally served:

_____

Telephone No.: _____ Name of Corporation:_____

Signature: _____ By: _____

Title: _____ Address: _____

TOWN OF SECAUCUS

7. SUBMISSION FORM

1. Names and roles of the individuals who will perform the services and description of their education and experience with projects similar to the services contained herein including their education, degree and certifications:

_____

_____

_____

_____

_____

2. References and record of success of same or similar service:

_____

_____

_____

_____

_____

3. **Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff):**

_____

_____

_____

_____

_____

4. **Cost details, including the hourly rates of each of the individuals who will perform services and all expenses:**

_____

_____

_____

_____

_____

Firm_____ Date: _____

Authorized Representative (Print): _____

Signature: _____ Title: _____

Telephone No.:_____ Fax No.:_____

TOWN OF SECAUCUS

ACKNOWLEDGMENT OF SECAUCUS PAY TO PLAY ORDINANCE

Chapter 26 of the Secaucus Code addresses "Pay to Play" reforms in the Town of Secaucus. The undersigned acknowledges that he/she has read and understands the ordinance. Moreover, the undersigned represents that he/she, his/her firm, spouse and child living at home has not (and will not) solicited or made any contributions of money, pledge of contribution, including in-kind contributions in excess of the allowable limits within two (2) calendar years immediately preceding the date of the contract or agreement or the effective date of Chapter 26, whichever is shorter, to: (i) any municipal candidate or holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Town of Secaucus party committee, or (iii) to any candidate committee, PAC or CPC that regularly engages in, or whose primary purpose is the support of Secaucus municipal elections and/or municipal parties, between the time of first communication between that professional business entity or vendor and the municipality regarding a specific professional services agreement or goods and services agreement, as the case may be, and the later of the termination of negotiations or rejection of any proposal, or the completion of the contract or agreement.

Subscribed and sworn to before me
this _____ day of _____, 2014

_____
Notary Public
State of _____
My Commission Expires _____

_____
(Signature of Professional)

_____
(Type or print name of Affiant and Title under signature)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

OPS Number: _____Proposer:

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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this 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 person or entity.
I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:

___ is not providing goods or services of $20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,

AND

___ is not a financial institution that extends $20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Town of Secaucus under penalty of perjury. 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 proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____ Relationship to Proposer:

Description of Activities: _____

Duration of Engagement:_____ Anticipated Cessation Date:

Proposer Contact Name:_____ Contact Phone Number:

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this 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 also constitute a 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 (Print):_____ Signature:

8. ACKNOWLEDGMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORM

I, _____

of the firm _____

hereby acknowledges that any corrections, additions and/or deletions have been initialed and dated in this Submission Package.

_____
(Signature)

_____
(Type or print name of Affined and Title, under signature)

_____
(Date)

END OF SUBMISSION PACKAGE