

CITY OF PATERSON
Purchasing Division

REQUEST FOR PROPOSAL

**FOR HOSTING ONLINE TAX SALES
FOR THE CITY OF PATERSON
RFP NO. 2026-30**

**DIVISION OF REVENUE
DEPARTMENT OF FINANCE**

**NOTICE OF REQUEST FOR PROPOSAL HAS BEEN ADVERTISED IN THE
CITY OF PATERSON WEB SITE AT www.patersonnj.gov ON**

MONDAY, JUNE 22, 2026

**SEALED PROPOSALS MUST BE IN THE HANDS OF THE PURCHASING AGENT
OR HIS DESIGNEE LOCATED AT:**

**CITY HALL
PURCHASING DIVISION
155 MARKET STREET,
4TH FLOOR
PATERSON, N.J. 07505
TEL: 973-321-1340 FAX: 973-321-1341**

PROPOSAL DUE

ON: TUESDAY, JULY 14, 2026

TIME: 11:00 A.M.

**IMPORTANT NOTICE TO PROPOSERS
PROPOSER FINAL CHECK SHEET**

	<u>PAGE NO.</u>	<u>INITIAL</u>
1. CHECK-OFF LIST	(1)	_____
2. NOTICE	(2)	_____
3. CONFLICT OF INTEREST DISCLOSURE STATEMENT	(3)	_____
4. STATEMENT OF OWNERSHIP DISCLOSURE	(4&5)	_____
5. NON-COLLUSION AFFIDAVIT <i>(THIS FORM MUST BE NOTARIZED)</i>	(6)	_____
6. CONTACT PERSON	(7)	_____
7. AFFIRMATIVE ACTION MANDATORY LANGUAGE EXHIBIT A	(8&9)	_____
8. AMERICAN W/DISABILITIES ACT 1990	(10)	_____
9. SCOPE OF SERVICE	(11-13)	_____
10. PROCESSING OF PROPOSAL	(14&15)	_____
11. COST PROPOSAL FORM	(16)	_____
12. BUSINESS REGISTRATION CERTIFICATE <i>(PER P.L.2004, c.57)</i>	(17)	_____
13. ADDENDUM RECEIPT <i>(IF APPLICABLE)</i>	(18)	_____
14. PROOF INSURANCE	(19)	_____
15. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN	(20)	_____
16. CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS	(21)	_____
17. PENDING OR PRIOR ETHICS COMPLAINT FORM	(22)	_____
18. RIGHT TO EXTEND PROPOSAL FEE	(23)	_____

NOTICE OF REQUEST FOR PROPOSAL

The City of Paterson, New Jersey Shall Receive Sealed Request for Proposal at The Purchasing Agent Office, City Hall, 155 Market Street, 4th Floor, Paterson, New Jersey 07505 Until **11:00 A.M. Prevailing Time, on Tuesday, July 14, 2026** For The Following: **REQUEST FOR PROPOSAL FOR HOSTING ONLINE TAX SALES FOR THE CITY OF PATERSON, RFP NO. 2026-30**

Take notice that pursuant to P.L. 2025, c.72, notice is hereby given that beginning January 1, 2026, the complete text of each legal notice is required to be published by the city of Paterson may be obtained or viewed by the public on our official internet website: www.patersonnj.gov For bids/rfps opportunities, Email us at: purchasing@patersonnj.gov

Request for Proposal May be obtained from: City Hall, 4th Fl., Purchasing Division, 155 Market Street, Paterson, NJ 07505 Tel: 973-321-1340. To obtain a RFP package Email your request to purchasing@patersonnj.gov (**Reproduction or Redistribution of the contents of this proposal package by a party other than the City of Paterson is strictly prohibited**). Any Request for Proposal package that was Not Obtain from the City of Paterson Purchasing Division will not be considered.

Proposal must be Submitted on the Standard Proposal Forms Provided in the Manner Designated Therein, and must be Enclosed in a Sealed Envelope Bearing the Title and RFP Number, Name and Address of the Company/Firm on the outside; addressed to Mr. Harry M. Cevallos, Purchasing Agent, and Delivered to the Above Address at the Date and Time Set at the Place Herein. The City of Paterson is **Not Responsible** for any Hand Delivered or Third Party Deliveries of RFP which **Do Not** arrive at the Proper Time or Location. Any Such Proposal will be Returned Unopened to the company/firm.

Proposers Must Comply with Regulations of The “New Jersey Local Public Contract Law” (N.S.A.40a:11-1 Et. Seq.), Affirmative Action Regulations N.J.S.A.10:5-31et Seq., N.J.A.C. 17:27, And The New Jersey Contractor Business Registration Act N.J.S.A.52:32-44 (P.L.2004, C57)

The City of Paterson Qualified Purchasing Agent Reserves the Right to Consider the Proposal for Sixty (60) Days after Receipt Thereof, and Contract will be Awarded to the Vendor Who Submits the Proposal which is Determined to be the Most Advantageous to The City, Price and Other Factors Considered.

CONFLICT OF INTEREST DISCLOSURE STATEMENT

BY SUBMISSION OF THIS PROPOSAL, THE PROPOSER CERTIFIES THAT NO EMPLOYEE OR ELECTED OFFICIAL OF THE CITY OF PATERSON IS EMPLOYED BY OR HAS ANY OWNERSHIP INTEREST IN THE FIRM SUBMITTING THE REQUEST FOR PROPOSAL.

VENDOR ACKNOWLEDGES AND AGREES THAT IT WILL NOT NAME AS A SUB-CONTRACTOR ANY VENDOR THAT IS SUBMITTING A PROPOSAL FOR THIS SERVICES. FAILURE TO COMPLY WITH THIS PROVISION SHALL RESULT IN DISQUALIFICATION OF THE RFP SUBMISSION.

Signature

Title

Print Name

Date: _____

(Please attach additional sheets if more space is needed):

Website (URL) containing the last annual SEC (or foreign equivalent) filing **Page #'s**

_____	_____
_____	_____
_____	_____

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed.

(Please attach additional sheets if more space is needed):

Stockholder/Partner/Member and Correspondence | **Address**
Entity Listed in Part - II

_____	_____
_____	_____
_____	_____

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *City of Paterson* relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with *City of Paterson* to notify the *City of Paterson* in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the *City of Paterson*, permitting the *City of Paterson* to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)

Title

Signature

Date

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

SS:

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 firm making this proposal for the RFP entitled _____
(Title of RFP)

and that I executed the said proposal with full authority to do so that said proposer 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 Request for Proposal; and that with full knowledge that the City of Paterson relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for said service.

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

(Company name)

Sign and notarized this form

Signature

Print Name

Subscribed and sworn before me this

_____ Day of _____ 20____

Affiant

Notary Public of

Print Name & Title of Affiant

My Commission Expires _____

CONTACT PERSON

PLEASE PROVIDE THE NAME, TELEPHONE NUMBER, FAX NUMBER AND E-MAIL OF AN EMPLOYEE THAT WE MAY USE AS A CONTACT PERSON REGARDING THE PROPOSAL IF IT IS AWARDED TO YOUR COMPANY.

IF AWARDED A CONTRACT, PLEASE ADVISE US OF ANY CHANGES THAT MAY OCCUR THROUGHOUT THE DURATION OF YOUR CONTRACT FOR THE CONTACT PERSON LISTED BELOW.

NAME: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL: _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

EXHIBIT-A (Cont)

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or



Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance/)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

REVISED 1/2016

Signature

Title

Print Name

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

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

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

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

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

SCOPE OF SERVICE
FOR HOSTING ONLINE TAX SALES
FOR THE CITY OF PATERSON
RFP NO. 2026-30

Tax/Sewer of the City of Paterson is seeking proposals to host online tax sale. The City conducts an annual accelerated sale for various items.

Bids 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 shall be made ready available within seven (7) days of award.
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. Respondent shall provide specifics of how many training in person sessions as well as live web based training with their responses.

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.

The vendor shall provide a reasonable response as to their ability to manage the City of Paterson's lien size within the time allowed for the sale to occur.

MINIMUM EXPERIENCE FOR VENDORS

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

- Be presently conducting online tax sales in at least two states; or
- 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

PROCESSING OF PROPOSALS

- A. **Questions:** Questions regarding this Request for Proposals, the scope of work, or need for additional data of information should be submitted in writing by fax by 12 noon, at least ten (10) days prior to opening date (Sundays, Saturdays & Holidays Excepted) to the City of Paterson/Purchasing Division, 155 Market Street, 4th floor Paterson, New Jersey 07505 please fax question to: (973-321-1341) Any requests for information received thereafter will not be responded to.
- B. **Addenda or Amendments to RFP:** During the period provided for the preparation of responses to the RFP, the City may issue addenda, amendments or answers to written inquiries. Those addenda will be noticed by the City and will constitute a part of the RFP. All responses to the RFP shall be prepared with full consideration of the addenda issued prior to the proposal submission date.
- C. **Submission of Proposal:** Proposers are required to submit, one (1) unbound original proposal and one (1) bound copy of the proposal package and must be receive in a sealed package by the Purchasing Division no later than 11:00 A.M. on Tuesday, July 14, 2026 at which time they will be opened and later distributed for evaluation. The seal package(s) must be clearly marked for “**REQUEST FOR PROPOSAL FOR HOSTING ON-LINE TAX SALE FOR THE CITY OF PATERSON, RFP NO. 2026-30**” and may be mailed to the City of Paterson, Purchasing, 155 Market Street, 4th floor, Paterson, New Jersey 07505. All proposals will be held in confidence until a contract has been executed or City Council has rejected all proposals.

Proposers are advised that there is no page limitation for proposals but are advised to use discretion in the amount of information they submit.

- D. **Evaluation Criteria:** The City will evaluate the offers received based on the following criteria:
- Perception and Responsiveness to City’s Request Services; Quality, Experience & Expertise
 - Services Offered, Approach
 - Fees

The criteria considered in the evaluation of each proposal follow. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful respondent.

- E. **Selection Procedures:** Each RFP will be reviewed to determine responsiveness. Responsive submissions will be evaluated by the Department Head or Designee(s); such evaluation will be based upon the information provided by the firms in response to the RFP Evaluations will be based on the Proposal Quality.

The Department Head or Designee, at its option, may request an oral presentation or written response from a vendor for specific purpose of clarifying or elaborating on the proposal

Contract will be awarded to the vendor who submits the proposal which is determined to be the most advantageous to the City, price and other factors considered.

F. Insurance and Indemnification: If it becomes necessary for consultant either as principal or by agent or employee, to enter upon the premises or property of the City in order to construct, erect, inspect, make delivery or remove property hereunder, the consultant hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and his/her sole responsibility.

The consultant further covenants and agrees to indemnify and save harmless the City from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any City regulation, ordinance or the laws of the State, or the Unites States while said work is in progress.

The consultant shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided.

G. Term of Contract: One (1) year from November 1, 2026 through October 31, 2027

H. 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 City, its Officers, officials or employees for reimbursement for the payment of costs or expenses incurred in the preparation of the Proposal or other information required by the RFP.

I. Rights of the City: The City reserves, hold and may exercise, at its sole discretion, the following rights and options with regards to this RFP and the procurement process in accordance with the provisions of applicable law:

- To conduct investigations of any or all of the Respondents, as the City deems necessary or convenient, to clarify the information provided as part of the Proposal and request additional information to support the information included in any Proposal.
- To suspend or terminate the procurement process described in this RFP at any time (in its sole discretion.) If terminated, the City may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

COST PROPOSAL FORM

**FOR HOSTING ONLINE TAX SALES
FOR THE CITY OF PATERSON
RFP NO. 2026-30**

*WE THE UNDERSIGNED PROPOSE TO FURNISH AND DELIVER THE ABOVE SERVICE(S)
PURSUANT TO THE PROPOSAL OF SCOPE OF SERVICE AND MADE PART HEREOF:*

FLAT FEE \$ _____

FLAT FEE IN WORDS _____

NOTE: ALL CORRECTIONS, WHITE-OUTS, DELETIONS STRIKING OF TYPE, OR OTHER FORMS OF ALTERATIONS OR THE APPEARANCE OF ALTERATION TO UNIT/AND OR TOTAL PRICES MUST BE INITIALED IN INK BY THE VENDOR

THE UNDERSIGNED IS A (INDIVIDUAL) (CORPORATION) (PARTNERSHIP)

UNDER THE LAWS OF THE STATE OF _____

HAVING ITS PRINCIPAL OFFICE AT _____

COMPANY NAME

FEDERAL I.D. OR SOCIAL SECURITY #

ADDRESS

SIGNATURE OF AUTHORIZED AGENT

TITLE

PRINT NAME

DATE

TELEPHONE NO.

EMAIL

BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, the City of Paterson is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, 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 the State. **Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.**

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, 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 proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

THE UNDERSIGNED PROPOSER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

ADDENDUM # _____

DATE _____

ADDENDUM # _____

DATE _____

ADDENDUM # _____

DATE _____

NO ADDENDA WAS ISSUED FOR THIS RFP: _____ (CHECK IF NO ADDENDUM WAS ISSUED)

SIGNATURE

TITLE

PRINT NAME

COMPANY: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS

If it becomes necessary for consultant, either as principal or by agent or employee, to enter upon the premises or property of the City, the consultant hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrences of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The consultant further covenants and agrees to indemnify and save harmless the City from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any City regulation, ordinance or the laws of the State, or the Unites States while said work is in progress.

The consultant shall maintain sufficient insurance to protect against all claims under Workers Compensation, as statutorily required, General Liability and Professional Liability in the amount of \$1,000,000.00 single occurrences and \$2,000,000.00 general aggregate and Automobile Insurance in the amount of \$1,000,000.00 combined single limit. The consultant shall provide evidence of errors and omissions insurance with minimum limit of \$1,000,000.00 per occurrences.

Vendors are responsible to provide updated certificates as policies renew.

In all cases where a Certificate of Insurance is required, the City of Paterson is to be named as an additional insured and named as the certificate holder as follows: the City of Paterson, City Hall, 155 Market Street, Paterson, New Jersey 07505. The certificate shall contain a 30-day notice of cancellation.

WAIVER OF SUBROGATION CLAUSE

Consultant, as a material part of the consideration to be rendered to the City, hereby waives all claims against the City for damages to the goods, wares and merchandise in, upon or about said premises, and consultant will hold the City exempt and harmless from any damages and injury to any such person or to the goods, wares or merchandise of any such person, arising from the use of the premises by consultant or from failure to the consultant to keep the premises in good condition and repair as herein provided.

Signature

Date



DISCLOSURE OF INVESTMENTS ACTIVITIES IN IRAN

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY- DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230**

BID/RFP SOLICITATION # AND TITLE: _____

PERSON OR ENTITY _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury’s Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division’s website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the 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.

CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury’s Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury’s Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder Description of Activities _____

Duration of Engagement _____
Anticipated Cessation Date _____

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

DDP/REVISED: 12:13.21



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

- A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.](#)

OR

- B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.](#)

OR

- C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list.](#) However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attached Additional Sheets if Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

i Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2)

CITY OF PATERSON

RIGHT TO EXTEND – TIME OF AWARD

The City of Paterson is required by the Local Public Contract Law, N.J.S.A. 40A:11-24, to make an award on products and service within sixty (60) days of the opening date.

Should the City of Paterson require an additional sixty (60) days extension to make an award of this proposal, by signing this document you shall grant the City of Paterson, NJ the right to extend this award up to one hundred and twenty (120) days, if deemed necessary.

NAME: _____
(Signature)

TITLE: _____

COMPANY: _____

DATE: ___/___/___

TYPE OF SERVICE OFFERED: _____

