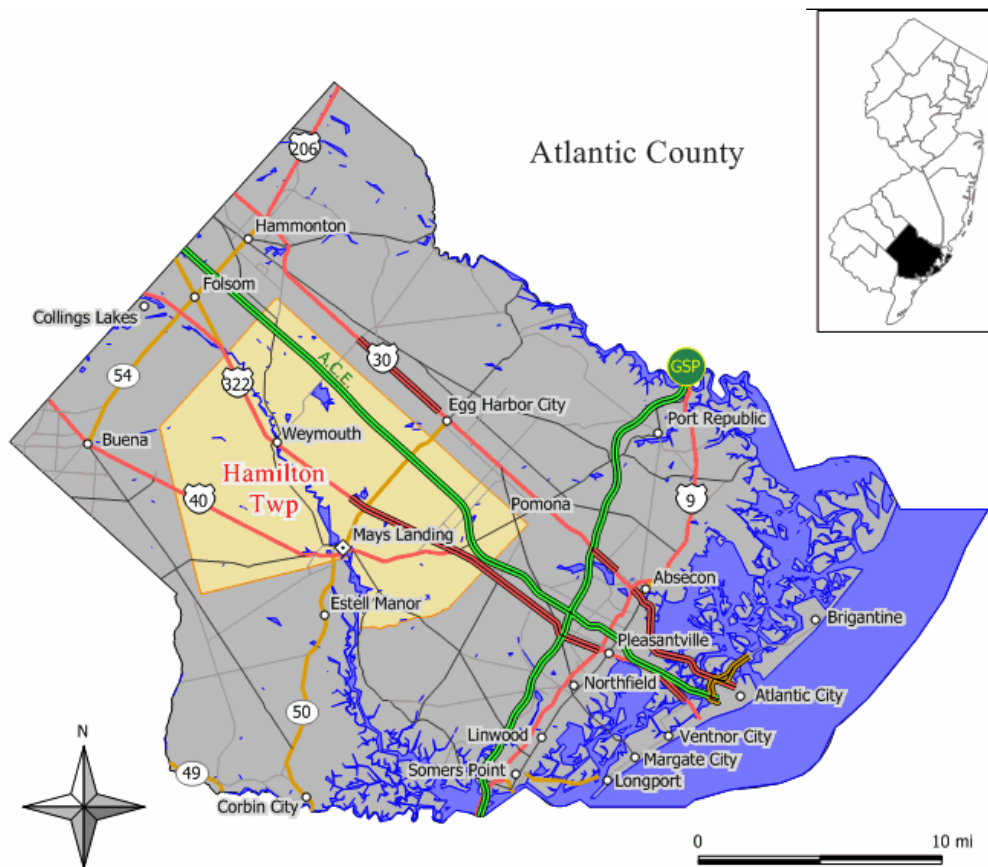


**REQUEST FOR PROPOSAL/QUALIFICATIONS
FOR
REAL ESTATE AGENT/BROKER**

**Issued by the
Hamilton Township Industrial Commission**



**Date Issued:
Friday, November 22, 2019**

**Responses Due by:
Tuesday, December 10, 2019 at 12:00 P.M.
Publicly Opened at 2:00 P.M.**

**HAMILTON TOWNSHIP INDUSTRIAL COMMISSION
6101 THIRTEENTH STREET
MAYS LANDING, NJ 08330**

**NOTICE OF SOLICITATION FOR QUALIFICATIONS
FOR REAL ESTATE AGENT /BROKER FOR THE YEAR 2020**

FOR THE

HAMILTON TOWNSHIP INDUSTRIAL COMMISSION

Notice is hereby given that the Hamilton Township Industrial Commission whose principal offices are located at 6101 Thirteenth Street, Mays Landing, New Jersey, 08330 seeks to engage a firm to act as an exclusive real estate agent/broker for the Commission for the year January 1, 2020 through December 31, 2020. The contract will be awarded through a fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.4 (New Jersey Pay to Play Law).

Proposals must be received by Deborah Ohnemuller, Secretary of the Hamilton Township Industrial Commission no later than 12:00 P.M. prevailing time on the Tenth (10th) day of December, 2019 at 6101 Thirteenth Street, Mays Landing, NJ 08330 and will be publicly opened in Conference Room A at 2:00 P.M. All RFQ's not received on time will be returned unopened.

All questions concerning this notice must be addressed to the Secretary of the Hamilton Township Industrial Commission, Deborah Ohnemuller, at 609-625-0368- extension 470.

**REQUEST FOR QUALIFICATIONS (RFQ)
FOR
REAL ESTATE AGENT/BROKER**

I. PURPOSE AND INTENT

- A. Through this Request for Qualifications (RFQ), the Hamilton Township Industrial Commission (hereinafter the "Commission") seeks to engage an Applicant as an exclusive real estate agent and/or broker for the 2020 Township year commencing January 1, 2020 or upon appointment, whichever is later. This contract will be awarded through a fair and open process pursuant to NJSA 19:44A-20.4 et seq.

II. PROPOSAL SUBMISSION

- A. Submissions **MUST** include:
- a) One (1) original, paper/hard copy, clearly marked as the "ORIGINALS"; AND
 - b) Eight (8) full, complete, and exact paper/hard copies of each proposal.
- B. Please DO NOT submit your proposal in a three-ring binder or plastic folder cover, spiral bound with a wire or plastic comb, with section dividers between parts, or with pages inserted in plastic sleeves. These materials are expensive for you and actually make it more difficult for us to review and evaluate your proposal. Proposals are evaluated only on their content, not on their appearance.
- C. Submissions shall be submitted in sealed envelopes and must be marked with the "NAME OF POSITION" and addressed to:

Deborah Ohnemuller
Secretary of the Industrial Commission
Hamilton Township Industrial Commission
6101 Thirteenth Street
Mays Landing, New Jersey 08330

- D. The proposal must be received no later than Tuesday, December 10th, 2019 at 12:00 P.M.
- E. Proposals will be publicly opened on Tuesday, December 10th, 2019 at 2:00 P.M. in Conference Room A of the Municipal Building, 6101 Thirteenth Street, Mays Landing, New Jersey 08330.

Faxed proposals will NOT be accepted.

Any inquiry concerning this RFQ should be directed in writing to:

Deborah Ohnemuller, Hamilton Township Industrial Commission
6101 Thirteenth Street Mays Landing, New Jersey 08330.

- F. All documents/information submitted in response to this solicitation shall be available to the general public as required by the New Jersey Open Public Records Act N.J.S.A. 47:1A-1 et seq. The Commission will not be responsible for any costs associated with the oral or written and/or presentation of the proposals. The Township reserves the right to reject any and all proposals, with or without cause, and waive any irregularities or informalities in the proposals. The Township further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all vendors submitting proposals. In the event that all proposals are rejected, the Township reserves the right to re-solicit proposals.

III. GENERAL INFORMATION ON THE INDUSTRIAL COMMISSION

- A. The Hamilton Township Industrial Commission exists by and pursuant to Statute and Ordinance. The Industrial Commission owns land within the Hamilton Township Industrial Park and seeks to sell land to various developers. The Hamilton Township Industrial Commission meets on the first Wednesday of each month as well as Special Meetings on an as-needed basis.

IV. MANDATORY CONTENTS OF PROPOSAL

- A. Minimum Qualifications for the position of exclusive real estate agent/broker for the sale of real estate owned by the Industrial Commission shall be as follows:
- a) The Applicant must be a duly licensed real estate broker authorized to do business in the State of New Jersey.
 - b) The Applicant must establish substantial experience in the sale of commercial real estate.
 - c) The Applicant shall be interviewed by the Industrial Commission in an Open Public Meeting at which time the Applicant must establish its experience in the sale of commercial properties, its commitment to marketing the Industrial Commission's properties including advertisement and the cost of such marketing activity.
 - d) The Applicant must establish that it has an on-going Website for contacts with professional associations, Internet relationships and a marketing plan which includes the Internet with respect to the Commission's properties.
 - e) The Applicant also must provide an Executive Summary (not more than two pages) identifying and substantiating why the Applicant is qualified to provide the requested services.
- B. Staffing Plan: The Applicant must list those persons who will be assigned to the engagement if the Applicant is selected, including the designation of the person who would be the Applicant's officer responsible for all services required under the

engagement.

- C. A description of the Applicant's experience in performing services of the type described herein. Specifically identify client size; type of property sold; any unique advertising which contributed to the sale of land; and specific examples of work within the scope of services required under this RFQ.
- D. The location of the office. The Applicant's main office should be identified describing your presence in New Jersey and any familiarity with the Atlantic County area.
- E. References. The Applicant should provide a minimum of three (3) references from three (3) different buyers of land sold by applicant.
- F. Conflicts of Interest. In its proposal, the Applicant must identify any existing or potential conflicts of interest, and disclose any representation of parties or other relationships that might be considered a conflict of interest with regard to this engagement.

V. Administrative Requirements and Information

- A. BUSINESS REGISTRATION: N.J.S.A 52:31-44 requires that each vendor awarded a contract shall submit proof of business registration with the submission. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730.
- B. AFFIRMATIVE ACTION REQUIREMENTS: If awarded a contract, Vendor shall be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127) and N.J.A.C. 17:27 et seq.
 - a) Procurement, Professional and Service Contracts – All successful vendors must submit, within seven (7) days after the receipt of the notice of intent to award the contract or the receipt of the contract of the following:
 - i. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter), OR
 - ii. A photocopy of an approved Certificate of Employee Information report, OR
 - iii. If a vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).
- C. STOCKHOLDER DISCLOSURE: Chapter 33 of the Public Law of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid for said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation

or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own ten percent (10%) or greater interest therein. Form of Statement shall be completed and attached to the bid proposal.

D. INSURANCE AND INDEMNIFICATION

a) The Industrial Commission requires the following minimum insurance coverage for all Vendors:

i. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE** - During the life of this contract the Vendor shall procure and maintain Workers Compensation insurance, including employers' Liability Coverage in accordance with the statutes of the State of New Jersey. Coverage shall include the following: \$500,000 Employer's Liability -Each Accident / \$500,000 Employer's Liability Disease- Each Employee /\$500,000 Employer's Liability Disease Policy Limit. **This requirement applies to ALL Vendors, including sole proprietors.**

ii. **COMMERCIAL GENERAL LIABILITY INSURANCE** - During the life of this contract the Vendor shall procure and maintain Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000. per occurrence and \$2,000,000.00 aggregate limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions; (F) Per project aggregate.

iii. **PROFESSIONAL LIABILITY INSURANCE/ERRORS & OMISSIONS** - During the life of this contract the Vendor shall procure and maintain Professional Liability Insurance/Errors and Omissions in the amount of one million dollars (\$1,000,000) for each wrongful act/ two million dollars (\$2,000,000) aggregate.

iv. **UMBRELLA / EXCESS LIABILITY** – During the life of this contract, the Vendor shall maintain Umbrella/Excess Liability Insurance in the amount of \$2,000,000.00.

b) **PROOF OF THE REQUIRED INSURANCE** – The Vendor shall provide the municipality along with the proposal, Certificates of Insurance and/or policies acceptable to the municipality as listed below:

i. Two (2) copies of Certificate of Insurance for Commercial General Liability, Motor Vehicle Liability, and Professional Liability Insurance/Errors & Omissions, naming the Township as an additional insured with the following wording:

“The Township of Hamilton, its elected and appointed officials, its agents, employees, and volunteers”

ii. Copy of additional insured endorsement.

- iii. Original policy or binder for Owners/Contractors Protective Liability insurance.

All Vendors MUST provide the correct Certificates of Insurance/proof of insurance listed above along with their proposal.

- c) The Appointed Professionals shall provide the municipality at the time the contracts are returned for execution, proof of Worker's Compensation and Employer's Liability Insurance (including Sole Proprietors) and updated Certificates of Insurance and/or policies acceptable to the municipality as listed in 11)b)i.-iii.

All appointed professionals MUST return a signed contract and provide all required documentation and insurance proofs no later than January 31, 2020.

- d) CONTINUATION OF COVERAGE – If any of the above coverages expire during the term of this contract, the Vendor shall deliver renewal Certificates and/or policies to the municipality at least ten (10) days prior to the expiration date.

E. Disclosure of Investment Activities in Iran (Exhibit E) – The Vendor must submit a completed form with the proposal. Failure to submit the completed form will render the proposal non-responsive.

VI. INTERVIEW

- A. The Industrial Commission shall interview Applicants/Candidates after reviewing their submissions. The Commission reserves the right only to interview those firms who they believe fulfill the requirements of this RFQ.

VII. SELECTION PROCESS

- A. All proposals will be reviewed by the Hamilton Township Industrial Commission to determine responsiveness. Nonresponsive proposals will be rejected without evaluation. For Applicants that satisfy Part IV - "Minimum Qualifications", the Commission will evaluate proposals based on the following criteria, separate or combined in some manner, and not necessarily listed in order of significance:
 - a. The Applicant's general approach to providing the services required under this RFQ.
 - b. The Applicant's documented experience in successfully completing contracts of a similar size and scope to the engagement addressed by this RFQ.
 - c. The qualifications and experience of the Applicant's management, supervisory or other key personnel assigned to the engagement, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the services required by this RFQ.

- d. The overall ability of the Applicant to mobilize, undertake and successfully complete the scope of work in a timely fashion. This criterion will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the Applicant to perform the services required by this RFQ; the availability and commitment to the engagement of the Applicant's management, supervisory and other staff proposed.
- e. Costs and fee schedules.
- f. Presentation at Interview.

VIII. SELECTION AND CONTRACT

- A. The Commission will select the Applicant deemed most advantageous to the Commission, price and other factors considered. The resulting contract will include this RFQ, any clarifications or addenda thereto, the selected Applicant's proposal, and any changes negotiated by the parties.

IX. FORM OF LISTING AGREEMENT

Annexed hereto and made a part hereof is the form of Listing Agreement which the Commission and the successful Applicant agree to execute. The terms and provisions of the Agreement, as attached, cannot be altered in any way. The terms of the Listing Agreement, as set forth in Exhibit "A", are incorporated herein by reference as if listed herein.

Exhibit A

Hamilton Township Industrial Commission

LISTING AGREEMENT

THIS LISTING AGREEMENT made on this ____ day of January, 2020, by and between **HAMILTON TOWNSHIP INDUSTRIAL COMMISSION ("HTIC")**, an industrial commission organized and existing pursuant to the law of the State of New Jersey, whose principal place of business is located at Municipal Complex, Conference Room A, 6101 Thirteenth Street, Mays Landing, New Jersey 08330 and by and between _ (" ") whose principal place of business is located at _____, New Jersey_____.

BACKGROUND OF AGREEMENT

1. HTIC desires to market the availability of the land/areas it owns which are available to industrial and commercial companies, in the Hamilton Business Park.
2. _____ is a licensed real estate broker authorized to do business in the State of New Jersey.
3. HTIC desires to enter into an exclusive Listing Agreement with _____ upon the terms and conditions hereinafter set forth.

WITNESSETH

NOW, THEREFORE, in consideration of Paragraph 1 through 3 set forth in the Background of Agreement and in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties intending to be bound hereby, mutually agree each with the other as follows:

Section 1. Exclusive Rights to Sell. HTIC hereby grants an exclusive Listing Agreement to _____ for all property under its ownership in the Hamilton Business Park.

A copy of a plan of the Hamilton Business Park is annexed hereto as **EXHIBIT A"**. Said exclusive Listing Agreement shall expire on December 31, 2020.

Section 2. Commission. HTIC agrees to pay _____, a commission of ten (10%) percent of the gross sales price when sale of any of its land is effected by _____, or by HTIC or by any person, firm or corporation during the term of this Agreement. As long as the sale is accomplished whether made by broker, sub-agent, or buyer's broker, HTIC or any person succeeding to HTIC's rights or any person succeeding to such rights during the term of this Agreement shall pay such commission at the final settlement, Said commission is due and payable at closing. Any commission due to any other broker, sub-agent, or buyer's broker, shall be payable out of _____'s ten (10%) percent commission.

In the event any of the lands are sold to a governmental entity and/or a non-taxpaying entity, then in that event, _____ shall not be entitled to a ten percent (10%) commission on the sale of said lands. In the event a sale takes place to a governmental entity and/or a non- taxpaying entity, a reduced commission due and owing to ___ shall be agreed upon between the parties.

Section 3. Listing Price. HTIC shall have exclusive authority to accept or reject any offer on its property; that is, there shall be no minimum price which HTIC must accept on any offer to purchase property in the Industrial Park.

Section 4. Commission Cooperation. HTIC agrees to fully cooperate with ___ to render whatever assistance may be necessary in giving any prospective purchaser the opportunity of a full inspection of the property. HTIC further authorizes _____ to erect "For Sale" and "Sold" signs on the property until settlement. HTIC further agrees, during the term of this Agreement or any extension thereof, to direct any and all inquiries to which it receives from any source whatsoever, including any other broker, with respect to

or concerning the said premises or any part thereof together with the name and address of the person or corporation making such injury. All negotiations will be made through

_____ shall thereupon diligently investigate each such inquiry and use its best skills and efforts to procure a purchaser and/or tenant for the premises being offered under this Agreement. HTIC warrants and represents that it is the owner of the property and that it can and will execute an acceptable deed of conveyance. Seller represents that there are no leases affecting this property except as stated on any attachment hereto.

Section 5. Extensions Upon Sale. Should HTIC enter into an Agreement of Sale with a buyer during the term of this exclusive Listing Agreement or any extension thereof, HTIC agrees this Listing Agreement shall automatically be renewed and extended with _____, until the settlement date or any extensions of the settlement date, with regard to that specific buyer so long as all terms of the contract at closing are identical to the terms at the time of signing the contract. In the event that a Buyer of real estate from the Commission pays money for an extension of time in which to close, those monies shall not be subject to a real estate commission but shall be entirely the property of the Commission.

Section 6. Buyer's Default. In the event that _____ alone, or in cooperation with any other broker, produces a buyer that enters into an Agreement of Sale and the buyer defaults thereunder, any monies paid on account shall be divided between HTIC ninety (90%) percent and _____ ten (10%) percent, but in no event will the sum paid to _____ be in excess of the above specified commission.

Section 7. Broker's Rights.

A. The Commission shall pay when the property is sold, conveyed, transferred, or leased within two (2) years of the termination of this authority or any extensions of it to anyone to whom _____ has been the efficient and procuring factor in obtaining a final sale provided that the Agreement of Sale was executed during the term of this contract by and between HTIC and _____ and

provided the HTIC has received notice, in writing, including the name of the prospective purchaser and tenant before or upon termination of this Agreement or any extension thereof.

B. In the event a dispute develops concerning the obligation to pay a commission under this Agreement, the parties shall arbitrate as the first dispute resolution vehicle pursuant to the American Arbitration Association. In the event that a lawsuit is initiated, that lawsuit is subject to appropriate decision of the Judge, shall be held in abeyance pending the decision of the Arbitrator pursuant to the rules propounded by the American Arbitration Association. Any right to commission for a sale occurring after the termination of this Agreement must be based on exactly the same terms and provisions of the written agreement entered into by and between Buyer and Seller. Any alterations in the terms including price would negate _____'s right to a commission.

Section 8. Binding Nature of Agreement and Acknowledgements. HTIC represents and warrants that _____ is the only real estate company entitled to a commission. HTIC acknowledges that it has read this Listing Agreement, understands its contents has full authority to enter into this Listing Agreement and to bind all parties in ownership and receive a copy of it This Listing Agreement with all extensions and changes are binding upon HTIC, or its assigns. All parties shall include and make reference to this Listing Agreement in any contracts including any contracts with a new owner/seller/lessor, who shall be bound by the commission agreement payable to _____.

Section 9. Discrimination Clause. In Connection with the performance of service under this Agreement, _____ agrees not to discriminate against any employee or applicant for employment because of race, religion, color or national origin. _____ will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion or transfer recruitment or recruitment advertising, layoff or

termination, rate of pay or other forms of compensation and selection for training including apprenticeship. _____ agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination paragraph. _____ further agrees to insert the foregoing provisions in all agreements made by _____ in connection with the services called for under this Agreement.

Section 10. _____ agrees that during the term of this exclusive Listing Agreement it shall advertise and/or market the Hamilton Business Park. Said advertising and/or marketing shall specifically be discussed and pre-approved by the Commission and in writing prior to dissemination by _____.

Section 11. No Commission member or employee of Commission or the Township of Hamilton shall be permitted to share in any of the terms of this Agreement nor shall the terms hereof provide any benefit to any such member or employees.

Section 12. _____ shall not assign or transfer any interest in this Agreement without the prior written consent of the Commission having been first obtained. This Agreement may be assigned by the Commission.

Section 13. This Agreement contains the entire agreement of the parties hereto and no change, alteration, amendment, modification or waiver of any of the terms or provisions of this Agreement shall be valid and binding upon the parties unless the same shall be in writing and signed by each of the parties hereto.

Section 14. It is agreed by and between the parties that this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

Section 15. This Agreement shall be binding upon and insure to the benefit of the parties hereto and to their respective personal representatives, successors and permitted assigns. All references to the parties hereto shall be deemed to include and be referenced to their personal representatives, respective successors and permitted assigns.

ATTEST:

HAMILTON TOWNSHIP
INDUSTRIAL COMMISSION

DEBORAH OHNEMULLER, Secretary

CHARLES PRITCHARD, Chairperson

Exhibit B

Hamilton Township Industrial Commission

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, affectional 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, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, 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.

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 subcontractor 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.

Exhibit C

Hamilton Township Industrial Commission

STOCKHOLDER DISCLOSURE CERTIFICATION

- I certify that the list below contains the names and home addresses for all stockholders, members, or partners holding 10% or more of the issued and outstanding stock (in the case of a corporation) or holding 10% or greater interest (in the case of a limited liability company, partnership, or sole proprietorship) of the undersigned, *in accordance with N.J.S.A. 52:25-24.2*. (If additional space is needed, information may be provided on an additional sheet which shall be executed and notarized in the manner set forth below.)
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned OR no one member, partner, or person holds a 10% or greater interest in the undersigned.

Partnership Corporation Sole Proprietorship LLC _____
 Other _____

PLEASE CHECK APPROPRIATE BOXES ABOVE AND SIGN BELOW.

10% or Greater Interest Holders

STOCKHOLDERS:

NAME: _____ NAME: _____

HOME ADDRESS: _____ HOME ADDRESS: _____

NAME: _____ NAME: _____

HOME ADDRESS: _____ HOME ADDRESS: _____

NAME: _____ NAME: _____

HOME ADDRESS: _____ HOME ADDRESS: _____

THIS STATEMENT MUST BE INCLUDED WITH BID SUBMISSION.

Subscribed and sworn before me
This ____ day of _____, 20__.

(Notary Public)

(AFFIANT)

(Print name & Title of Affiant)

My Commission Expires:

(Corporate Seal)

Exhibit E

Hamilton Township Industrial Commission

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN (PAGE 1 OF 2)

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

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

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

Bidders must review this list prior to completing the below certification. **Failure to complete the certification may render a bidder's bid proposal non-responsive.** If the Township of Hamilton (the "Township") determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran pursuant to section 4 of P.L. 2012, c.25 (C.52:32-58), the local contracting unit shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L. 2012, c.25 (C.52:32-59). The Township may also take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012 c.25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012 c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and I am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will assessed as provided by law.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN (PAGE 2 OF 2)

PART 2: PLEASE PROVIDE FURTHER INFORMATION TO INVESTMENT ACTIVITIES IN IRAN

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

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, ATTACH ADDITIONAL PAGES.

Name _____

Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____

Anticipated Cessation Date _____

Bidder/Offeror 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 Township 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 Township to notify the Township 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 Township and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

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.

Bidder: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____