# TOWN OF SECAUCUS
# MUNICIPAL UTILITIES AUTHORITY
# COUNTY OF HUDSON
# STATE OF NEW JERSEY

## PROFESSIONAL SERVICES SOLICITATION

## FAIR & OPEN PUBLIC SOLICITATION PROCESS

## PROFESSIONAL SERVICE: SEE: PROFESSIONAL SERVICES SOLICITED

## SUBMISSION DATE: JANUARY 28, 2010

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**PUBLIC NOTICE TO PROFESSIONAL ENTITIES**

**INFORMATION FOR PROFESSIONAL SERVICES ENTITIES**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (EXHIBIT A)**

**BUSINESS REGISTRATION OF CONTRACTORS WITH GOVERNMENTAL AGENCIES**

**STANDARDIZED SUBMISSION REQUIREMENTS**

**CHECK LIST**

**SUBMISSION DOCUMENTS**

**TOWN OF SECAUCUS**
**MUNICIPAL UTLITIES AUTHORITY**
**PUBLIC NOTICE FOR THE SOLICITATION OF**
**PROFESSIONAL SERVICE CONTRACTS**
**FOR THE PERIOD OF FEBRUARY 1, 2010**
**THROUGH JANUARY 31, 2011**

**NOTICE IS HEREBY GIVEN** that sealed submissions will be received by the Authority Purchasing Agent, or designated representative, for the Town of Secaucus Municipal Utilities, County of Hudson, State of New Jersey on Thursday, January 28, 2010, 10:00 A.M. prevailing time, in Authority's offices 1100 Koelle Boulevard, Secaucus, New Jersey 07094, then publicly opened and read aloud.

Standardized submission requirements and selection criteria are on file and available in the Authority's Purchasing Agents Office.

Submission package information is included, or may be obtained at the Authority office, (201) 330-2089, during regular business hours, 8:30 A.M. to 3:30 P.M., Monday through Friday, excluding holidays.

All professional service contractors are required to comply with the requirements of N.J.S.A. 52:32-44 (Business Registration of Public Contractors), N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Contract compliance and Equal Employment Opportunities in Public Contracts). Additionally all professional service contractors are required to comply with the requirements of the Town of Secaucus' Pay to Play Ordinance (No. 2009-12) (Code of the Town of Secaucus, Chapter 26).

Submissions by Corporations and Partnerships shall include a completed Disclosure of Ownership form (N.J.S.A. 52:25-24.2) and shall include a completed Non-Collusion Affidavit.

The members of the Board of the Authorities reserves the right to reject any or all submissions due to any defects or waive informalities and accept any submissions that in their judgment will be in the best interest of the Authority. The Members shall award the contract or reject all submissions no later than 60 days from receipt of the same.

By authorization of the members of the Authority of the Town of Secaucus, Hudson County, New Jersey.

_____
Brian Bigler, Executive Director

Dated: January 8, 2010

**TOWN OF SECAUCUS**

**PROFESSIONAL SERVICES SOLICITED**

## 1A.1 GENERAL COUNSEL

The General Counsel shall be an attorney at law of New Jersey, but need not be a resident of the Town. With the prior approval of the members of the Authority and/or at the Direction of the Executive Director, the Attorney shall perform such duties as are required. The Attorney shall represent the Authority when directed in judicial and administrative proceedings in which the Authority or any of its officers or agencies may be a party or have an interest. The Attorney shall give all legal counsel and advice, where required by the Executive Director, Members of the Board or any Member thereof and shall, in general, serve as the legal advisor to the Board and Executive Director on all matters of Authority business. In furtherance of such general powers and duties, but without limitation thereof, the General Counsel shall:

1) Draft and approve as to form and sufficiency all legal documents, contracts, deeds and resolutions made, executed or adopted by or on behalf of the Authority.
2) Subject to the approval of the Board, have the power to enter into any agreement, compromise or settlement of any litigation in which the Town is involved.
3) Render opinions in writing upon any question of law submitted to the Attorney by the Executive Director or Board, or any Member thereof, or the head of any Department, with respect to their official powers and duties and shall perform such other duties as may be necessary to provide legal counsel to the Board and Executive Director in the administration of Board.
4) Supervise and direct the work of such additional attorneys and technical professional assistants as the Board may authorize for special or regular employment in or for the Authority.
5) Have such other different functions, powers and duties as may be necessary.

## 1A.2 SPECIAL ATTORNEY LITIGATION

The Special Attorney Litigation shall be an attorney at law of New Jersey, but need not be a resident of the Town. The Special Attorney Litigation shall provide litigation services to the Authority and its employees as directed by the Executive Director and the Members of the Authority which shall include, but not be limited to, Authority officials or employees where allegations have been filed against them for acts taken in the course of and consistent with their employment and such other matters as appropriate.

## 1A.3 AUTHORITY AUDITOR

The Authority Auditor shall make the annual audit of the Authority financial records for the year ending December 31, 2009 and shall serve as Authority Auditor for the calendar year 2010 and perform the duties prescribed by law all in accordance with generally accepted auditing standards and the laws and regulations of the State of New Jersey regarding same. The Authority Auditor shall perform such duties and render such services as may from time to time be requested by the Executive Director and Board. The Authority Auditor should have a minimum of five years municipal experience and possess appropriate professional licenses.

## 1A.4 AUTHORITY ENGINEER

The Authority Engineer shall be an engineering firm with a licensed New Jersey Professional Engineer and is responsible for the preparation and supervision of project plans for the Authority and the coordination with other professionals when such projects require specialized training and experience. The Authority Engineer works closely, the Executive Director and Superintendent involving the operation and maintenance and capital projects involving the Authority's facilities. The Authority Engineer is the advisor to the Members of the Board on engineering matters.

## 1A.5 BOND COUNSEL

The Bond Counsel shall be an attorney at law of New Jersey. Bond Counsel performs and provides legal advice with regard to the following activities: the preparation of Bond Resolutions and the review of the adoption proceedings; the preparation and review of public finance resolutions, the preparation and issuance of Bond Anticipation Notes, Special Emergency Notes; and the preparation and issuance of General Obligation Bonds and Project Bonds. In addition, Bond Counsel is responsible for the preparation and/or review of any Preliminary Official Statement and Official Statement of the Authority. Bond Counsel is also responsible for the preparation and/or review of any application to the Local Finance Board, and attendance at any related meetings of the Board.

## 1A.6 RISK MANAGEMENT CONSULTANT

The Risk Management Consultant shall be licensed by the State of New Jersey Department of Insurance and shall act as the consultant to the Authority in securing various insurance services to provide maximum protection at minimum cost. The Risk Management Consultant shall work with the Joint Insurance Funds and Municipal Excess Liability Fund to which the Authority belongs to maximize the Authority's benefits therefrom.

## 1A.7 PUBLIC RELATIONS/MEDIA CONSULTANT

The Public Relations/Media Consultant shall provide newsletter, written communications regarding Authority matters of original and creative character in the field of journalistic, illustrative and artistic endeavors.

## 1A.8 ACCOUNTANT

The Accountant shall maintain the general ledger of the Authority, prepare general journal entries, prepare quarterly reports, or more frequently as requested and provide the Authority Auditor with financial statements and trial balances on a timely basis. The Accountant shall respond to Auditor recommendations and comments by providing corrective action plans as may be required

**TOWN OF SECAUCUS**
**MUNICIPAL UTILITIES AUTHORITY**

**INFORMATION FOR PROFESSIONAL SERVICES ENTITIES**
**(FAIR & OPEN PUBLIC SOLICITATION PROCESS)**

## 1B.1 RECEIPT AND OPENING OF SUBMISSIONS

### 1B.1.1 OWNER AND PROJECT

The Town of Secaucus Municipal Utilities Authority, Hudson County, New Jersey (hereinafter called the "OWNER") invites submissions for the service(s) mentioned in the Public Notice for Solicitation.

### 1B.1.2 TIME AND PLACE OF SUBMISSION OPENINGS

Executive Director and/or his designated representative will receive submissions at the time and place mentioned in the Public Notice for Solicitation, and at such time and place will be publicly opened and read aloud.

### 1B.1.3 SUBMISSIONS NOT IN COMPLIANCE

The OWNER may waive any informality or reject any and/or all submissions, in accordance with the *Fair and Open Public Solicitation Process for Professional Service(s)* as set forth in N.J.S.A. 19:44A-20.4 et seq.

### 1B1.4 WITHDRAWING SUBMISSIONS

Submissions forwarded to the Executive Director and/or his designated representative before the time of opening of submissions may be withdrawn upon written application of the professional services entity who shall be required to produce evidence showing that they are or they represent the principal or principals involved in the submission. Submission may not be withdrawn within twenty-four (24) hours of the stipulated time of opening of submissions. Once Submissions have been opened, they must remain firm for a period of sixty (60) days.

## 1B.2 QUALIFICATIONS OF PROFESSIONAL SERVICES ENTITIES

### 1.B.2.1 INDIVIDUALS PERFORMING TASKS

Name and roles of the individuals who will perform the tasks and descriptions of their education and experience similar to the services contained herein.

### 1.B.2.2 PAST PERFORMANCE

Documented past performance of same and/or similar service.

1.B.2.3 REFERENCES

References and record of success of same or similar service.

1B.2.4 DESCRIPTION OF ABILITIES

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

1B.2.5 COST DETAILS

If applicable, cost details including the hourly rates of each of the individuals who will be performing services, and all expenses.

1B.2.6 TECHNICAL PROCESS AND EQUIPMENT

Description of technical process and equipment used in performing the task(s).

## 1B.3 PREPARATION OF SUBMISSIONS

1B.3.1 COMPLETION OF SUBMISSIONS

Each submission must be provided on a Standardized Submission Form as supplied in the submission package, and signed by the professional services entity or principal thereof and shall contain the name, address, and telephone number of the professionals Services entity. All prices and amounts must be written in ink or preferably typewritten. Each signatory to the submission must initial all erasures or corrections. **Each submission shall be contained in a sealed envelope addressed to the Town of Secaucus Municipal Utilities Authority, 1100 Koelle Boulevard, Secaucus, New Jersey 07094 and shall specify the Appointment No. and Title for which the submission is provided. The submission is to be clearly marked "Sealed Submission Enclosed" and must be delivered at the place and time required or mailed so as to be received prior to the opening time set in the advertisement. Submissions received after the hour herein named or in unsealed envelopes shall not be considered.**

The Owner will not be responsible for submissions forwarded through the U.S. Mail or any delivery service if lost in transit at any time before submission opening, or if hand-delivered to incorrect location.

The submission shall be accompanied by (1) a Non-Collusion Affidavit, (2) a Disclosure of Ownership Form, (3) an Insurance Requirement Acknowledgment Form, (4) a Mandatory Equal Employment Opportunity Notice Acknowledgment, (5) a copy of the applicable Business Registration Certificate, (6) a Professional Services Entity Information Form, (7) a Qualifications Submission, and (8) an Acknowledgment of Corrections, Additions and Deletions Form.

All forms listed above, (#1 through #8) shall be completed in their entirety.

1B.3.2 ERRORS IN SUBMISSIONS

If applicable, in the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern or if between the correct sum of the extended totals and the total submission submitted, the correct sum shall govern. Amounts written in words shall govern over the amounts written in numerals.

## 1B.4 TIME FOR AWARD OF CONTRACT

The OWNER shall award the contract or reject all submissions within such time as may be specified in the invitation for submission, but in no case more than 60 days, except that the submissions of any professional services entities who consent thereto may, at the request of the OWNER, be held for consideration for such longer period as may be agreed.

The award of the Contract for this service will not be made unless the Authority Chief Financial Officer has certified the necessary funds in a lawful manner.

## 1B.5 MODIFICATIONS OF SUBMISSIONS

Any professional services entity may modify his submission by mail, courier or hand delivery at any time prior to the scheduled closing time for receipt of submissions. The OWNER, prior to the closing time, must receive such communication. The communication should not reveal the submission price but should provide the addition to or subtraction form or other modification so that the OWNER will not know the final price(s) or term(s) until the sealed submission is opened.

## 1B.6 REJECTION OF SUBMISSIONS

1B.6.1 MULTIPLE SUBMISSIONS NOT ALLOWED

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

1B.6.2 UNBALANCED SUBMISSIONS

Submissions, which are obviously unbalanced, may be rejected at the option of the OWNER.

1B.6.3 RIGHT TO REJECT SUBMISSIONS

The right is reserved to reject any and all submissions in whole or in part if not in compliance with the standardized submission requirements.

1B.6.4 METHOD OF AWARD OF SUBMISSIONS

The right is reserved by the Municipal Utilities Authority to award submissions on a *"service by service" basis, "per project" basis, in part or in whole* as determined by the Owner.

1B.6.5 RIGHT TO WAIVE INFORMALITIES RESERVED

The Owner expressly reserves the right to waive any informality in any submission, or to accept the submission, which is the OWNER'S judgment serves its best interests.

## 1B.7 PROFESSIONAL SERVICES ENTITY REFERRED TO LAWS

The attention of the professional services entity is especially directed to the provisions of Federal, State, County and Local Government statutes and regulations that may apply to the work.

## IB.8 PAYMENT

Checks are processed by the Town of Secaucus's Municipal Utilities Authority's approximately seven days after the monthly meeting which is normally held on the first Monday of each month. It is necessary that the approved signed vouchers be accompanied by an invoice and be submitted in advance of these dates.

## 1B.9 TRANSITIONAL PERIOD

In the event that a new contract has not been awarded prior to the contract expiration date, it shall be incumbent upon the professional services entity to continue the contract under the same terms and conditions until a new contract(s) can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

## 1B.10 FACSIMILE DOCUMENTS PROVIDED IN A SUBMISSION

Under no circumstances, on submission documents requiring authorized signatures, will the OWNER accept documents provided through facsimile machines.

## 1B.11 CONTRACT COMPLIANCE AND EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS.

Professional services entities are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

## 1B.12 GENERAL REQUIREMENTS/INFORMATION

The professional services entity shall guarantee any and all material and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the professional services entity.

It is understood by the professional services entity that this submission is provided on the basis of standardized submission requirements prepared by TOWN OF SECAUCUS MUNICIPAL UTILITIES AUTHORITY and the fact that any professional services entity is not familiar with these standardized submission requirement or conditions will not be accepted as an excuse

**NO MINIMUM PAYMENT IS IMPLIED OR GUARANTEED.**

**THE TOWN OF SECAUCUS MUNICIPAL UTILITIES AUTHORITY reserves the right to cancel any contract entered into upon thirty (30) days written notice.**

Contract Term: Pursuant to N.J.S.A. 40A:11-3(b), ..."contracts for professional services pursuant to subparagraph (i) of paragraph (a) subsection (1) of section 5 of P.L. 1971, c.198 (N.J.S.A. 40A:11-5) may be awarded for a period not exceeding twelve (12) consecutive months."

This solicitation is for one (1) year contract for services, from February 1, 2010 through January 31, 2011.

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**
**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**

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 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 non-discrimination 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 subcontractors, 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 the 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 attempt in good faith to employ minority and female workers consistent with the applicable county employment goals established in accordance with **N.J.A.C. 17:27-5.2,** or a binding determination of the applicable county employment goals determined by the Division, pursuant to **N.J.A.C. 17:27-5.2.**

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

## ATTENTION ALL PROFESSIONAL SERVICE ENTITIES

On June 29, 2004, Governor McGreevy signed P.L. 2004, c.57, Business Registration of Contractors with Government Agencies, into law. Effective September 1, 2004, all business organizations that do business with a local contracting agency (i.e. Town of Secaucus) are required to be registered with the State of New Jersey, Department of Treasury, Division of Revenue, and provide proof of that registration to the contracting agency before the contracting agency may enter into a contract with the business.

A "Business Organization" means an individual, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof.

**The law provides that: A copy of the Business Registration Certificate issued by the NJ Department of Treasury, Division of Revenue, shall be provided at the time any submission is received; *failure to do so is a fatal defect that cannot be cured.***

Further information may be obtained by visiting the following web site at the State of New Jersey: www.nj.gov/treasury/revenue/busregcert.htm.

Goods and Services Contracts (including purchase orders):

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;

2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none were used;

3) During the term of this contract, the contractor and its affiliates shall collect and emit, and shall notify all subcontractors and their affiliates, that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration not properly provided or maintained under a contract with a contracting agency.

# TOWN OF SECAUCUS
# MUNICIPAL UTILITIES AUTHORITY

## AMERICAN WITH DISABILITIES ACT OF 1990
## EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

The CONTRACTOR and the TOWN OF SECAUCUS Municipal Utilities (herein referred to as the "Authority") does hereby agree that the provisions of Title 11 of the American with Disabilities Act of 1990 (the ""Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by entities in 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 AUTHORITY pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, it 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 AUTHORITY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the AUTHORITY, 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 AUTHORITY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the AUTHORITY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the AUTHORITY or if the AUTHORITY 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 AUTHORITY 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 AUTHORITY or any of its agents, servants, and employees, the AUTHORITY shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the AUTHORITY or its representatives.

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

It is further agreed and understood that the AUTHORITY 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 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 AUTHORITY from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

**TOWN OF SECAUCUS**
**MUNICIPAL UTILITIES AUTHORITY**

# STANDARDIZED SUBMISSION REQUIREMENTS & SELECTION CRITERIA
## (FAIR & OPEN PUBLIC SOLICITATION PROCESS FOR PROFESSIONAL SERVICES)

The Town of Secaucus Municipal Utilities is seeking sealed submission in response to a Public Notice for the Solicitation of a Professional Service Contracts.

**The standard submission requirements shall include:**

1. Names and roles of the individuals who will perform the services/tasks and descriptions of their experience with projects similar to the services contained herein including their education, degrees 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 time estimates for each individual, all expenses and total cost of "not to exceed" amount.

**The selection criteria to be used in awarding contracts shall include:**

1. Qualifications of the individuals who will perform the services/tasks and the amounts of their respective participation.

2. Experience and references.

3. Ability to perform the services/tasks in a timely fashion, including staffing and familiarity with the subject matter.

4. Cost consideration - including, but not limited to, historical costs for similar professional services, expertise involved and comparable costs for comparable public entities.

**Please Note this Additional Requirement:**

Professional services entities shall submit **one (1) original and two (2) additional sets** of their sealed submission, on or before January 28, 2010, 10:00AM prevailing time.

**TOWN OF SECAUCUS**
**MUNICIPAL UTILITIES AUTHORITY**

**CHECKLIST**

**PROFESSIONAL SERVICE TITLE:**

**SUBMISSION DATE: JANUARY 28, 2010 - Thursday**

**The following items, as indicated below (X), shall be provided with the receipt of sealed submissions:**

1. Non-Collusion Affidavit..... ____X____

2. Disclosure of Ownership Form..... ____X____

3. Insurance Requirement Acknowledgment Form..... ____X____

4. Mandatory Equal Employment Opportunity
   Notice Acknowledgment..... ____X____

5. Copy of your **Business Registration Certificate** as issued by the
   State of New Jersey, Department of Treasury,
   Division of Revenue..... ____X____

6. Professional Service Entity Information Form..... ____X____

7. Qualifications Submission..... ____X____

8. Acknowledgment of Corrections, Additions or Deletions Form..... ____X____

**Reminder**

**Please submit one (1) original and two (2) additional sets of the sealed submission.**

**TOWN OF SECAUCUS**
**MUNICIPAL UTILITIES AUTHORITY**

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY :
: SS.
COUNTY OF :

I, _____ of the _____
of _____, in the County of _____
and the State of New Jersey, of full age, being duly sworn according to law on my oath depose and say that:

I am _____

of the firm of _____

the Professional Service Entity making the submission for the above named Service, and that I executed the said submission with full authority to do so; that the Professional Service Entity has not, directly or indirectly, entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of fair and open competition in connection with the above named Service; and that all statements contained in said submission and in this affidavit are true and correct, and made with full knowledge that the Town of Secaucus Municipal Utilities Authority relies upon the truth of the statements contained in said submission 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 retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee.

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

_____
Notary Public
State of _____
My Commission Expires _____

_____
(Signature of Professional)

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

**TOWN OF SECAUCUS**
**MUNICIPAL UTILITIES AUTHORITY**

# 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 corporation or partnership, there is provided to the public contracting unit a statement setting form the names and addresses of all individual who own 10% or more of the stock or interest in the corporation or partnership".

1. If the professional 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 professional 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.

4. If the professional service entity is other than a corporation or partnership, the contractor shall indicate the form of corporate ownership as listed below.

***COMPLETE ONE OF THE FOLLOWING STATEMENTS:***

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

Name: ADDRESS:

SIGNATURE; _____ DATE: _____

II. No Stockholder or Partner owns 10% of 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**
**MUNICIPAL UTILITIES AUTHORITY**

## INSURANCE REQUIREMENTS AND ACKNOWLEDGMENT FORM

Certificate(s) of Insurance shall be filed with the Authority's Office upon award of contract by the Authority.

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

**PROFESSIONAL LIABILITY INSURANCE**

Limits shall be a minimum of $1,000,000.00 for each claim and $1,000,000.00 aggregate each policy period.

***Acknowledgment of Insurance Requirement***:

_____ _____
(Signature) (Date)

_____
(Printed Name and Title)

**TOWN OF SECAUCUS**
**MUNICIPAL UTILITIES AUTHORITY**

## 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 the 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) from the Town of Secaucus 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**
**MUNICIPAL UTILITIES AUTHORITY**

# PROFESSIONAL SERVICE ENTITY INFORMATION FORM

If the Professional 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 Professional Service Entity is a **PARTNERSHIP**, give the following information:

Name of Partners: _____

Firm Name: _____

Address: _____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ E-Mail:_____

Social Security No.: _____

Signature of authorized agent: _____

**********

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

State under whose laws incorporated: _____

Location of principal office: _____

Telephone No.: _____ Federal I.D. 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**
**MUNICIPAL UTILITIES AUTHORITY**

**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:**

_____

_____

_____

_____

_____

_____

_____

_____

*Note: Attach additional sheets as necessary.*

Firm _____ Date:_____

Authorized Representative (Print): _____

Signature: _____ Title: _____

Telephone No.: _____ Fax No.: _____

**TOWN OF SECAUCUS**
**MUNICIPAL UTILITIES AUTHORITY**

**ACKNOWLEDGMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORM**

I, _____

of the firm _____

hereby acknowledge 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**