

**TOWN OF SECAUCUS  
COUNTY OF HUDSON  
STATE OF NEW JERSEY**

**PROFESSIONAL SERVICES SOLICITATION  
FAIR & OPEN PUBLIC SOLICITATION PROCESS**

**PROFESSIONAL SERVICES SOLICITED:**

- 1A.1 SPECIAL GENERAL COUNSEL
- 1A.2 SPECIAL LITIGATION ATTORNEY
- 1A.3 TOWN AUDITOR
- 1A.4 TAX APPEAL ATTORNEY
- 1A.5 LABOR ATTORNEY
- 1A.6 CONSULTING ENGINEER
- 1A.7 TOWN SURVEYOR
- 1A.8 BOND COUNSEL
- 1A.9 SPECIAL BOND COUNSEL
- 1A.10 SPECIAL COUNSEL: FEDERAL REGULATORY SPECIALIST
- 1A.11 REAL PROPERTY APPRAISER
- 1A.12 ALCOHOLIC BEVERAGE CONTROL BOARD COUNSEL
- 1A.13 PUBLIC RELATIONS SPECIALIST/LOCAL AND STATE GRANT WRITER
- 1A.14 MUNICIPAL PROSECUTOR
- 1A.15 SUBSTITUTE MUNICIPAL PROSECUTOR
- 1A.16 PLANNING BOARD ATTORNEY
- 1A.17 ZONING BOARD OF ADJUSTMENT ATTORNEY
- 1A.18 MUNICIPAL PUBLIC DEFENDER
- 1A.19 SUBSTITUTE MUNICIPAL PUBLIC DEFENDER
- 1A.20 TOWN ARCHITECT
- 1A.21 PLANNER
- 1A.22 TOWN VETERINARIAN
- 1A.23 BID SPECIFICATIONS WRITER
- 1A.24 ENVIRONMENTAL CONSULTANT

**SUBMISSION DATE: January 17, 2018 at 11:00 a.m.**

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**PUBLIC NOTICE TO PROFESSIONAL ENTITIES  
GLOSSARY  
PROFESSIONAL SERVICES SOLICITED  
INTRODUCTION AND INFORMATION FOR PROFESSIONAL SERVICES ENTITIES  
SUBMISSION REQUIREMENTS  
CHECK LIST  
SUBMISSION DOCUMENTS**

**TOWN OF SECAUCUS**  
**PUBLIC NOTICE FOR THE SOLICITATION OF**  
**PROFESSIONAL SERVICE CONTRACTS**  
**FOR THE PERIOD OF FEBRUARY 15, 2018 THROUGH FEBRUARY 14, 2019**

**NOTICE IS HEREBY GIVEN** that **sealed submissions** will be received by the Town Clerk or designated representative for the Town of Secaucus, County of Hudson, State of New Jersey on **Wednesday, January 17, 2018, 11:00 A.M.** prevailing time, in Council Chambers II, Municipal Government Center, 1203 Paterson Plank Road, Secaucus, New Jersey 07094, then publicly unsealed and opened.

Submission packages and requirements may be obtained online at [www.Secaucusnj.gov](http://www.Secaucusnj.gov) or at the Town of Secaucus Purchasing Office at 1203 Paterson Plank Road, 3<sup>rd</sup> Floor, Secaucus, New Jersey, (201) 330-2025, during regular business hours of 9:00 A.M. to 4:00 P.M. Monday through Friday, excluding holidays.

Requests for Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. All Professional Service Entities 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. 17:27-1.1 et seq. (Contract compliance and Equal Employment Opportunities in Public Contracts). Additionally, all Professional Service Entities 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 Town 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 Town. The Town shall award the contract or reject all submissions no later than sixty (60) days from receipt of the same.

By authorization of the Mayor and Council of the Town of Secaucus, Hudson County, New Jersey.

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Michael Marra, Town Clerk

Dated:

## GLOSSARY

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

“Town” – refers to the Town of Secaucus.

“Qualification Statement” or “Statements” – refers to the complete responses to this RFP submitted by the Respondents.

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

“RFP” – refers to this Request for Proposals, including any amendments thereof or supplements thereto.

“Respondent” or “Respondents” – refers to the interested firm(s) and person(s) that submit a Qualification Statement.

**SECTION 1**  
**PROFESSIONAL SERVICES SOLICITED**

**1A.1 SPECIAL GENERAL COUNSEL**

Special General Counsel shall be an Attorney at Law or firm of the State of New Jersey. The Attorney shall represent the Town of Secaucus in all judicial and administrative proceedings in which the Town or any of its officers, employees, agents or agencies may be a party or have an interest as assigned by the Town Attorney, Town Administrator and/or Mayor. The Special General Counsel shall give all legal counsel and advice, where required by the Town Attorney, Town Administrator, Mayor and Council or any member thereof. Special General Counsel shall be compensated at a rate not to exceed \$175.00 per hour. In furtherance of such general powers and duties, but without limitation thereof, Special Counsel shall:

- 1) Draft and approve as to form and sufficiency all legal documents, contracts, deeds, ordinances and resolutions made, executed or adopted by or on behalf of the Town.
- 2) With approval of Mayor and Council and at the direction of the Town Attorney, conduct appeals from orders, decisions or judgments affecting any interest of the Town as may be determined to be necessary or desirable, which may include court appearances or other proceedings.
- 3) Subject to the approval of the Mayor and Council and under the direction of the Town Attorney, have the power to enter into any agreement, compromise or settlement of any litigation in which the Town is involved.
- 4) Render opinions in writing upon any question of law submitted to the Special Counsel by the Town Attorney, Town Administrator, Mayor and Council or any member thereof, or the head of any Town Department, with respect to their official powers and duties.
- 5) Shall perform such other duties as may be necessary to provide legal counsel to the Mayor, Council and Administration in the administration of municipal affairs.
- 6) Attend Municipal Council Meetings as needed.

**1A.2 SPECIAL LITIGATION ATTORNEY**

The Special Litigation Attorney shall be an Attorney at Law or firm of the State of New Jersey. The Special Litigation Attorney shall provide litigation services to the Town of Secaucus and its officers, employees, agents or agencies as directed by the Town Attorney, Town Administrator or the Mayor and Council which shall include, but not be limited to, representation of police officers in Municipal and other Courts where charges have been filed against them for acts taken

in the course of and consistent with their employment and such other matters as appropriate. Subject to the approval of the Mayor and Council and under the direction of the Town Attorney, the Special Litigation Attorney shall have the power to enter into any agreement, compromise or settlement of any litigation in which the Town is involved. The Special Litigation Attorney shall be compensated at a rate not to exceed \$175.00 per hour.

### **1A.3 TOWN AUDITOR**

The Town Auditor shall make the annual audit of the Town's financial records for the year ending December 31, 2018 and shall serve as Town Auditor for the calendar year 2018. The Town Auditor shall perform such duties and render such services as may from time to time be requested by the Mayor and Council, the Chief Financial Officer or the Town Administrator. The Town Auditor should have a minimum of five (5) years municipal experience and possess appropriate professional licenses including, but not limited to, RMA and CPA.

### **1A.4 TAX APPEAL ATTORNEY**

The Tax Appeal Attorney shall be an Attorney at Law or firm of the State of New Jersey. The Tax Appeal Attorney shall perform all legal services required in order to defend and/or prosecute real property tax appeals relating to those ongoing real property tax appeals and such other appeals or tax matters that may be filed against and/or by the Town of Secaucus and such ongoing municipal tax matters in which the Town has required legal representation by counsel other than the Town Attorney that may be filed against and/or by the Town of Secaucus or other similar representation as required or desired. The Tax Appeal Attorney shall be compensated at a rate not to exceed \$175.00 per hour.

### **1A.5 LABOR ATTORNEY**

The Labor Attorney shall be an Attorney at Law or firm of the State of New Jersey. The Labor Attorney shall be responsible for all labor and employment matters in the Town. These matters include labor negotiations, fact finding interest arbitrations, arbitrations, labor and employment counseling, PERC proceedings, disciplinary hearings and employment litigation. The Labor Attorney must be available for consultation on a daily basis and shall deal directly with the Town Administrator and the Town Attorney. The Town may select, at its sole discretion, multiple attorneys or firms for this service, for example, an attorney or firm for labor matters related to the Secaucus Police Department and another for labor matters within other Town departments. The Labor Attorney shall be compensated at a rate not to exceed \$175.00 per hour.

### **1A.6 CONSULTING ENGINEER**

The Consulting Engineer shall serve to assist the Town Engineer when called upon with projects and issues throughout the Town including, assistance with project-planning, estimation, design

and inspection; residential land use development inspections; permitting; regulatory compliance; traffic and roadway projects; drainage and various other engineering matters. The firm must demonstrate that engineers on staff are licensed as engineers in the State of New Jersey for at least fifteen (15) years and have represented municipalities for at least ten (10) years. The proposer shall have engineers on staff that are certified municipal engineers. The proposer must demonstrate that it is thoroughly familiar with the Municipal Land Use Law, the rules and regulations of the State of New Jersey and the rules and regulations of the Meadowlands Commission. Please include experience in working with federal funded programs such as CDBG, FHWA, etc. The firm will also be engaged to work on Special and Capital Projects as assigned, and as such, proposer must demonstrate extensive engineering experience in various public works projects, including, but not limited to:

1. New building development
2. Parking facilities
3. Bridges and storm water management
4. Recreational facilities
5. Site development
6. Various types of New Jersey permits
7. Brownfield consulting
8. Civil engineering
9. Geotechnical/subsurface investigation
10. HVAC
11. Electrical engineering services
12. Landscape design
13. Environmental site assessment
14. Wetlands consulting
15. Roadway design and consulting
16. Industrial hygiene and training
17. Underground storage tank consulting
18. "Green technology" consulting

The proposer must also be experienced in preparing bid specifications for various municipal construction projects and in preparing and submitting grant applications. The firm and/or engineer must have sufficient support staff to provide all services required by the Town of Secaucus including, but not limited to, the preparation of all plans and documents necessary and incidental to the performance of the engineer's duties and responsibilities.

#### **1A.7 TOWN SURVEYOR**

The Town Surveyor shall be a New Jersey licensed Professional Land Surveyor and shall provide the Town with land and construction surveying services as needed on various projects and improvements within the Town of Secaucus.

**1A.8 BOND COUNSEL**

The Bond Counsel shall be an Attorney at Law or firm of the State of New Jersey. The Bond Counsel shall provide legal advice with regard to the following activities: the preparation of Bond Ordinances and the review of the adoption proceedings; the preparation and review of public finance resolutions, the preparation and issuance of Bond Anticipation, Special Emergency and Tax Anticipation Notes; and the preparation and issuance of General Obligation Bonds. In addition, the Bond Counsel shall be responsible for the preparation and/or review of any Preliminary Official Statement and Official Statement of the Town. The 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.9 SPECIAL BOND COUNSEL**

The Special Bond Counsel shall be an Attorney at Law or firm of the State of New Jersey. Special Bond Counsel shall perform specialized tasks and provide advice regarding the same such as: Regulatory and PEOSHA Matters, Energy Procurement, Finance and Contracting Matters with emphasis on Local Land, Building and Redevelopment Law and related general litigation; and other public sector related legal matters.

**1A.10 SPECIAL COUNSEL: FEDERAL REGULATORY SPECIALIST**

The Special Counsel Federal Regulatory Specialist shall be an Attorney at Law or with expertise and experience in dealing with the various federal agencies and the grants and programs administered by such agencies. The Special Counsel Federal Regulatory Specialist shall perform specialized tasks and complete and submit applications appropriate for the Town. The Special Counsel Federal Regulatory Specialist shall be compensated at a rate not to exceed \$175.00 per hour.

**1A.11 REAL PROPERTY APPRAISER**

The Real Property Appraiser shall be a licensed New Jersey Real Estate Appraiser and a Member of the Appraisal Institute. Appraiser shall assist the Tax Assessor, the Tax Appeal Attorney and the Special Tax Counsel with respect to all valuation issues and shall prepare such reports as requested from time to time by the Town Administrator, Town Attorney or Mayor and Council.

**1A.12 ALCOHOLIC BEVERAGE CONTROL BOARD COUNSEL**

The Alcoholic Beverage Control Board Counsel shall be an Attorney at Law or firm in the State of New Jersey. The Alcoholic Beverage Control Board Attorney shall be retained to provide all legal counsel to the Alcoholic Beverage Control Board and to serve as legal advisor on all matters of the Board's business. The Alcoholic Beverage Control Board Attorney shall attend all

regular and special Alcoholic Beverage Control Board meetings and respond to routine phone calls with staff and handle all counseling matters. The Alcoholic Beverage Control Board Attorney shall represent or advise the Board on any matter in which the Alcoholic Beverage Control Board may have a present or future interest. The Alcoholic Beverage Control Board Counsel shall be compensated at a rate not to exceed \$150.00 per hour.

**1A.13 PUBLIC RELATIONS SPECIALIST/LOCAL AND STATE GRANT WRITER**

The Public Relations Specialist/Local-State Grant Writer shall be responsible for researching and identifying local and state grants, as well as, completing and submitting applications (and related follow-up) in areas including, but not limited to, infrastructure investment, beautification, open space projects, educational facilities and walkway/bikeway improvements. The Public Relations Specialist/Local-State Grant Writer shall be compensated at a rate not to exceed \$175.00 per hour.

**1A.14 MUNICIPAL PROSECUTOR**

The Municipal Prosecutor shall be an Attorney at Law in the State of New Jersey and shall provide all necessary legal counsel and advice for the prosecution of cases before the Municipal Court of the Town of Secaucus. The Municipal Prosecutor shall conduct the prosecution of such cases except such crimes and offenses as it may be the duty of the County or State Officers to prosecute. The Municipal Prosecutor shall be compensated at a rate not to exceed \$385.00 per session.

**1A.15 SUBSTITUTE MUNICIPAL PROSECUTOR**

In the event that the Municipal Prosecutor cannot appear for a court session or a conflict is present, the Substitute Municipal Prosecutor shall provide all necessary legal counsel, advice and services for the prosecution of cases before the Municipal Court of the Town of Secaucus. The Substitute Municipal Prosecutor shall be an Attorney at Law in the State of New Jersey and shall assume the duties of the Municipal Prosecutor during a session in his/her absence. The Town reserves the right to compile a list of up to three (3) Professional Service Entities to serve as the Substitute Municipal Prosecutor on an as needed basis. Alternate Municipal Prosecutors shall be compensated at a rate of \$300.00 per session.

**1A.16 PLANNING BOARD ATTORNEY**

The Planning Board Attorney shall be an Attorney at Law or firm of the State of New Jersey with knowledge and experience with applicable rules, regulations and procedures pertaining to land use. The Planning Board Attorney shall be retained to provide all legal counsel to the Secaucus Planning Board and to serve as legal advisor on all matters of the Board's business.



The Planning Board Attorney shall attend all regular and special Planning Board meetings and handle all phone calls with staff. The Planning Board Attorney shall represent and advise the Board on any matter in which the Planning Board may have a present or future interest pursuant to the Municipal Land Use Law and Town Ordinances. The Planning Board Attorney shall be compensated at a rate not to exceed \$175.00 per hour.

**1A.17 ZONING BOARD OF ADJUSTMENT ATTORNEY**

The Zoning Board of Adjustment Attorney shall be an Attorney at Law in the State of New Jersey with knowledge and experience with applicable rules, regulations and procedures pertaining to land use. The Zoning Board of Adjustment Attorney shall be retained to provide all legal counsel to the Town of Secaucus' Zoning Board of Adjustment and to serve as legal advisor on all matters of the Board's business. The Zoning Board of Adjustment Attorney shall attend all regular and special Zoning Board of Adjustment meetings, which shall include routine phone calls with staff. The Zoning Board of Adjustment Attorney shall represent and advise the Board on any matter in which the Zoning Board of Adjustment may have a present or future interest pursuant to the Municipal Land Use Law and Town Ordinances. The Zoning Board of Adjustment Attorney shall be compensated at a rate not to exceed \$175.00 per hour.

**1A.18 MUNICIPAL PUBLIC DEFENDER**

The Municipal Public Defender shall be an Attorney at Law in the State of New Jersey. The Municipal Public Defender shall act as counsel for those defendants appearing in Municipal Court of the Town of Secaucus, who are determined to be indigent in accordance with the rules and standards established by the Court. The Attorney should have experience in representing individuals in municipal court and as a defense attorney/Public Defender. The Municipal Public Defender shall be compensated at a rate not to exceed \$325.00 per session.

**1A.19 SUBSTITUTE MUNICIPAL PUBLIC DEFENDER**

In the event that the Municipal Public Defender cannot appear for a court session or a conflict is present, the Substitute Municipal Public Defender shall provide all necessary legal counsel, advice and services for those defendants appearing in Municipal Court of the Town of Secaucus, who are determined to be indigent in accordance with the rules and standards established by the Court. The Substitute Municipal Public Defender shall be an Attorney at Law in the State of New Jersey and shall assume the duties of the Municipal Public Defender during a session in his/her absence. The Town reserves the right to compile a list of up to three (3) Professional Service Entities to serve as Substitute Public Defender on an as needed basis. Substitute Municipal Public Defenders shall be compensated at a rate of \$250.00 per session.

#### **1A.20 TOWN ARCHITECT**

The Town Architect shall be a licensed architect in the State of New Jersey and shall provide architectural and construction services to the Town on a project by project basis as assigned by the Town Administrator or the Mayor and Council.

#### **1A.21 PLANNER**

All applicants for the position of Planner shall establish that they are properly licensed by the New Jersey State Board of Professional Planners, pursuant to Title 45 of the New Jersey Statutes, Chapter 14A and all administrative rules governing the operation of the Board of Professional Planners. All applicants shall have the requisite experience and training in administration, advisement, consultation or performance of professional work in the development of master plans in accordance with the provisions of New Jersey State Statutes. Experience and knowledge of the Town of Secaucus Municipal Code and the Master Plan of the New Jersey Meadowlands Commission preferred. Such services shall be provided primarily to guide the Town's policy for the assurance of orderly and coordinated development of municipal, county, regional and all land areas. Appearance at Planning Board and Zoning Board of Adjustment meetings will be periodically required.

#### **1A.22 TOWN VETERINARIAN**

The Town Veterinarian shall be a Veterinarian licensed to practice in the State of New Jersey with its office located in or within three (3) miles from the border of the Town of Secaucus and shall be available for the emergency care and/or sheltering of animals on a twenty-four (24) hour a day basis. The successful proposer shall furnish not only their qualifications for this position but also a rate for the following:

1. Office Visit/Exam;
2. Rabies vaccination;
3. Distemper shots;
4. Testing (FeLV/FIV);
5. Boarding cats per day;
6. Boarding dogs per day;
7. Spaying cats;
8. Neutering cats;
9. Spaying dogs;
10. Neutering dogs;
11. Rescue Micro Chip insertion;
12. Diagnostic films;
13. Medication mark-up percentage; and
14. Any other normal and customary charges.

### **1A.23 BID SPECIFICATIONS WRITER**

The Bid Specifications Writer shall be responsible for the development and updating of bid specifications, proposal statements and the compilation of all supporting documents needed by bidders/respondents for various projects and/or services needed for the Town of Secaucus as directed by the Town Attorney, Town Administrator or Qualified Purchasing Agent. The Bid Specification Writer shall work with department heads regarding the scope of work and development of bid specifications and proposals. The Bid Specifications Writer shall have familiarity with Local Public Contracts Law, New Jersey purchasing regulations and other applicable statutes and regulations.

### **1A.24 ENVIRONMENTAL CONSULTANT**

The Environmental Consultant shall perform studies and investigations, prepare plans, specifications and cost estimates, write reports, perform field inspections and present as needed to the Town Administrator and Mayor and Council for various types of regulatory, environmental and health and safety issues within the Town of Secaucus on an as needed basis. Work to be performed by the Environmental Consultant may include, but not be limited to, environmental testing (soil, sediment, groundwater), Phase I and Phase II environmental assessments, site and risk assessments, remediation, site monitoring, hazardous material management, environmental permitting and technical support for Town projects.

## SECTION 2

### INTRODUCTION AND GENERAL INFORMATION

#### **2.1. Introduction and Purpose.**

The Town of Secaucus is soliciting Proposals from interested persons and/or firms for the provision of professional services for the services mentioned in the Public Notice of Solicitation. The Town will consider proposals from persons and/or firms that possess the requisite professional, financial and administrative capabilities to provide the proposed services. Firms and/or individuals responding to this RFP shall be able to demonstrate that they will have the continuing capabilities to perform these services.

#### **2.2. Procurement Process and Schedule.**

The Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. The selection of Qualified Respondents is subject to the "New Jersey Local Unit Pay-to-Play" Law, N.J.S.A. 19:44-20.4 et seq. and also the Town's Pay-To-Play Ordinance, Chapter 26. The Town has structured a procurement process that seeks to obtain the desired results described above, while establishing a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a Qualification Statement in response to the RFP.

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

#### **Designated Contact Person:**

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

**Proposal documents must be submitted to and be received by the Town, via mail or hand delivery, by 11:00 A.M. on January 17, 2018. Proposals will not be accepted by facsimile transmission or e-mail.**

**Each submission shall be contained in a sealed envelope addressed to the Town of Secaucus' Purchasing Department, 1203 Paterson Plank Road, Secaucus, New Jersey 07094 and shall specify the Appointment Number and Title for which the submission is provided. The submission shall be marked "Sealed Submission Enclosed" and must be delivered or mailed and received prior to the opening time set forth.**

Subsequent to issuance of this RFP, the Town (through the issuance of addenda to all known firms that have received a copy of the RFP and through an online posting at [www.Secaucusnj.gov](http://www.Secaucusnj.gov)) may modify, supplement or amend the provisions of this RFP in order to

respond to inquiries received from prospective Respondents or as otherwise deemed necessary or appropriate by (and in the sole judgment of) the Town.

### **2.3. Conditions Applicable to RFP.**

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

- The Town reserves the right in its sole judgment to reject for any reason any and all responses and components thereof, and to eliminate any and all Respondents responding to this RFP from further consideration for this procurement.
- The Town reserves the right in its sole judgment to reject any Respondent that submits incomplete responses to this RFP or a Statement that is not responsive to this RFP.
- The Town reserves the right, without prior notice, to supplement, amend or otherwise modify this RFP or request additional information. Failure of the Respondent to acknowledge receipt of any addenda shall not relieve the Respondent from any obligation.
- All Statements shall become the property of the Town and will not be returned.
- All Statements will be made available to the public at the appropriate time, as determined by the Town (in the exercise of its sole discretion) in accordance with law.
- The Town may request Respondents to send representatives to the Town for interviews.
- Any and all Statements not received by the Town by the time and date specified for receipt will be rejected.
- The Town is not responsible for submissions misdirected, lost in transit or mail at any time before submission opening or hand-delivered to an incorrect location.
- Submissions forwarded to the Town Clerk before the time of opening of submissions may be withdrawn upon written application of the Professional Service Entity. Submissions may not be withdrawn within twenty-four (24) hours of the stipulated time of opening of submissions. Once submissions are opened, they must remain firm for sixty (60) days.
- On the Bid Proposal Form, Respondent must state the prices and rates offered, written or typed in ink, in words and numbers for each item requested. If the amount shown in words and its equivalent in figures in the Proposal Form do not agree, the written words shall be binding. In the event there is a discrepancy between the unit prices and the extended totals, including any formula, the unit prices shall prevail.
- No oral interpretation will be made to any potential bidder. A request for interpretation or clarification should be made in writing by facsimile to the Town Clerk, 1203 Paterson Plank Road, Secaucus, NJ 07094, Facsimile Number: (201) 617-5952. The request shall be made at least three (3) days prior to the bid

opening date. Interpretations will be made in the form of an addendum to the RFP and notice provided as indicated in these documents.

#### **2.4 Rights of the Town.**

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

- To determine that any proposal received complies or fails to comply with the terms of this RFP.
- To supplement, amend or otherwise modify the RFP through issuance of addenda to all prospective Respondents who have received a copy of this RFP.
- To waive any technical non-conformance with the terms of this RFP.
- To change or alter the schedule for any events called for this RFP upon the issuance of notice to all prospective Respondents who have received a copy of this RFP.
- To conduct investigations of any or all of the Respondents, as the Town deems necessary or convenient, to clarify the information provided as part of the Statement and to request additional information to support the information included in any Statement.
- To suspend or terminate the procurement process described in this RFP at any time (in its sole discretion). If terminated, the Town may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.
- The Town shall be under no obligation to complete all or any portion of the process described in this RFP.
- All awards are subject to the availability of funding.

#### **2.5 Cost of Proposal Preparation.**

Each proposal and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against the Town, its staff or consultants for reimbursement for the payment of costs or expenses incurred in the preparation of the Statement or other information required by the RFP.

#### **2.6 Proposal Format and Exceptions.**

Responses shall be properly completed and submitted in accordance with the RFP (See Bid Proposal Checklist). Responses which, in the judgment of the Town, fail to meet the requirements of the RFP, in whole or in part, or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information or contain errors may be rejected.

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

**2.7 Award of Contract.**

The Proposals for each professional service will be reviewed independently. The Contract for each service shall be awarded separately to the Respondent who meets all requisite professional, financial, management, technical and administrative capabilities to provide the proposed service on the basis of most advantageous, price and other factors considered. All requirements of 3.1 shall be reviewed and considered, including, but not limited to, prior experience and past performance. The Town of Secaucus reserves the right to award on a “service by service” and “per project” basis, in part or in whole as determined by the Town.

The Town reserves the right to appoint more than one (1) Professional Service Entity for any of the services, on an as needed basis, to meet the projected needs for the Town.

**2.8 Term of Contract.**

The successful Professional Service Entity will be awarded a one (1) year Contract term pursuant to N.J.S.A. 40A:11-3(b). No minimum payment is implied or guaranteed.

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 of the contract.

**2.9 Payment under the Contract.**

Checks are processed by the Town of Secaucus’ Finance Department on or about the 30<sup>th</sup> day of every month. The Professional Service Entity shall be responsible for the submission of approved signed vouchers along with any invoice or billing for services rendered in advance of said date. The Professional Service Entity shall make every effort to submit such on a monthly basis for services rendered to the Town in the preceding thirty (30) days, but no later than sixty (60) days after any service is rendered to the Town.

**2.10 Termination of Contract.**

The Town of Secaucus reserves the right to terminate any Contract by giving written notice of such termination at least thirty (30) days prior to the proposed effective date of termination. Such termination shall relieve the Town of any obligation for the balances to the Contractor of any sum or sums set forth in the Contract. In case of default by the Entity, the

Town may procure the services from other sources and hold the Professional Service Entity responsible for any excess cost occasioned thereby.

### **2.11 Other Contract Terms.**

Respondents will not be permitted to use Subcontractors unless written approval of the Town of Secaucus is obtained prior to such.

## **SECTION 3**

### **SUBMISSION REQUIREMENTS**

#### **3.1 Submission Requirements.**

At a minimum, the Respondent shall, as part of its Statement, provide the following information:

- a) Documented past performance of the same or similar professional service.
- b) Explanation of perceived relevance of the experience to the RFP.
- c) Name and roles of the individuals who will perform the tasks and descriptions of their education and experience similar to the services contained herein. All employment shall be in compliance with all federal and state regulations and statutes.
- d) Availability to accommodate scheduled meetings, sessions or other in person requirements for the service.
- e) Confirmation of appropriate federal and state licenses to perform activities.
- f) Name, address and contact information of references.
- g) References and record of success of same or similar service, including but not limited to, each public entity that the Respondent has performed work, or provided services for, in the past three (3) years, provide the name, contact number and a description of work performed or services provided.
- h) Experience with and familiarity with the Town's needs and goals.
- i) Description of ability to provide the services in a timely fashion, including staffing, familiarity and location of key staff.
- j) Cost details, including the hourly rate of each of the individuals who will be performing services, (please specify if different rates based on experience or position of individual) and expense and/or administrative rates applicable.
- k) Description of technical process and equipment used in performing the tasks, if applicable.
- l) Completion of all forms attached, including but not limited to, the Professional Service Entity Information Form, Disclosure of Ownership Form, Affidavit of Non-Collusion, Mandatory Equal Employment Opportunity Notice Acknowledgment, Insurance Requirements and Acknowledgment Form, Acknowledgment of Secaucus Pay To Play Ordinance and Disclosure of Investment Activities in Iran and Acknowledgment of Corrections, Additions and Deletions Form
- m) Copy of New Jersey Business Registration Certificate.
- n) Please submit one (1) original and two (2) additional sets of the sealed submission.



### **3.2 Affirmative Action Requirements.**

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

#### **Mandatory Affirmative Action Language**

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 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, creed, color, national

origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents: (1) Letter of Federal Affirmative Action Plan Approval; (2) Certificate of Employee Information Report; or (3) Employee Information Report Form AA302.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the 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.

### **3.3 Americans with Disabilities Act of 1990.**

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. The successful bidder agrees to comply with the requirements of Title II of the Americans with Disabilities Act of 1990 ("Act"). The bidder agrees to the mandatory language and terms of the Act as follows:

The Contractor and the Town do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. § 12101 *et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Town pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the Town in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Town, its agents, servants, and employees from and against any

and all suits, claims, losses, demands or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Town's grievance procedure, the Contractor agrees to abide by any decision of the Town which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Town or if the Town incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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

### **3.4 New Jersey Business Registration Requirements.**

The Respondent shall comply with the requirements of the Business Registration Law, N.J.S.A. 52:32-44 (P.L. 2004, c. 57). The Respondent shall submit a copy of its business registration certificate as part of its Statement. The mandatory language and terms of the Business Registration law are set forth below. For information on the Business Registration Law go to: <http://www.state.nj.us/njbusiness/registration>. All Professional Service Entities shall submit an accurate list and the proof of business registration of each subcontractor or supplier or shall attest that no subcontractors were used.

### **3.5 Insurance Requirements.**

The successful Professional Service Entity shall furnish a copy of their insurance certificate to the Town Clerk upon award in accordance with the terms as set forth on the "Insurance Requirements and Acknowledgment Form." Any insurance shall cover the entire contract terms and be maintained for the duration of the contract.

**TOWN OF SECAUCUS**  
**BID PROPOSAL CHECKLIST**  
**PROFESSIONAL SERVICE**

Respondent bidder should mark ("X") next to the items noted below, indicating that the document has been submitted.

- \_\_\_\_\_ Bid Proposal Checklist
- \_\_\_\_\_ Documents or narratives responding to Qualifications Submission
- \_\_\_\_\_ Professional Service Entity Information Form
- \_\_\_\_\_ Bid Proposal Form
- \_\_\_\_\_ Disclosure of Ownership Form
- \_\_\_\_\_ Affidavit of Non-Collusion
- \_\_\_\_\_ Mandatory Equal Employment Opportunity Notice Acknowledgment
- \_\_\_\_\_ Insurance Requirements and Acknowledgment Form
- \_\_\_\_\_ Copy of Business Registration Certificate issued by the New Jersey Department of Treasury, pursuant to N.J.S.A. 52:32-44 et seq.
- \_\_\_\_\_ Acknowledgment of Secaucus Pay To Play Ordinance
- \_\_\_\_\_ Disclosure of Investment Activities in Iran Form
- \_\_\_\_\_ Acknowledgment of Corrections, Additions and Deletions Form

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

\_\_\_\_\_  
Signature of Professional

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**TOWN OF SECAUCUS**

**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:**

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

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

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

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*Note: Attach additional sheets as necessary.*

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

Authorized Representative (Print): \_\_\_\_\_

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

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

TOWN OF SECAUCUS

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**  
**BID PROPOSAL FORM**

Professional Service Title and Bid Number, if applicable:

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Description of Goods/Services Being Bid:

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The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

Amount in Words:

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Amount in Numbers:

\$ \_\_\_\_\_

Entity Name:

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Address:

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Telephone Number:

Facsimile Number:

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\_\_\_\_\_  
Signature of Professional

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**STATEMENT OF OWNERSHIP**  
**(OWNERSHIP DISCLOSURE CERTIFICATION)**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This Statement Shall Be Included with  
All Bid and Proposal Submissions**

**Name of Business:** \_\_\_\_\_

**Address of Business:** \_\_\_\_\_

**Name of person completing this form:** \_\_\_\_\_

**N.J.S.A. 52:25-24.2:**

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

**Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal**

**Part I**

Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- Partnership       Limited Partnership       Limited Liability Partnership
- Limited Liability Company
- For-profit Corporation (including Subchapters C and S or Professional Corporation)
- Other (be specific): \_\_\_\_\_

**Part II**

- I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.
- OR
- I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

**Sign and notarize the form below, and, if necessary, complete the list below.**  
(Please attach additional sheets if more space is needed):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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Name: \_\_\_\_\_

Address: \_\_\_\_\_

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Name: \_\_\_\_\_

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Name: \_\_\_\_\_

Address: \_\_\_\_\_

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Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:**

"To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

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

AND

Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

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

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

(Notary Public)

My Commission expires:

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)



TOWN OF SECAUCUS

**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. Employee Information Report (AA302) or proof of filing same must be provided by successful vendor prior to being paid by the Town of Secaucus for any work performed.

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: \_\_\_\_\_

(REVISED 4/10)

**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.



(Continued)

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, col-or, 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](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 request-ed 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.

Company Name/s: \_\_\_\_\_

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

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

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

**STATE OF NEW JERSEY**

Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program

**EMPLOYEE INFORMATION REPORT**

**IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf)**

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
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4. COMPANY NAME

5. STREET CITY COUNTY STATE ZIP CODE

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE

7. CHECK ONE: IS THE COMPANY:  SINGLE-ESTABLISHMENT EMPLOYER  MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT

10. PUBLIC AGENCY AWARDED CONTRACT CITY COUNTY STATE ZIP CODE

Official Use Only	DATE RECEIVED	INAUG. DATE	ASSIGNED CERTIFICATION NUMBER

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/ Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL														
Total employment From previous Report (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED: <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: To:		

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
--	-----------	-------	---------------------

17. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)

**TOWN OF SECAUCUS**  
**INSURANCE REQUIREMENTS AND ACKNOWLEDGMENT FORM**

Certificate(s) of Insurance shall be filed with the Town of Secaucus' Office of the Town Clerk upon award of contract by the Mayor and Council. The Contractor shall maintain during the life of the contract, insurance policies of the type and with the minimum limits indicated below and in a form satisfactory to the Town applicable to the services being rendered. The Contractor shall provide a certified copy of the policies and/or certificates of insurance prior to commencement of work. The minimum amount of insurance to be carried by the Entity/Contractor shall be as follows, applicable to the services being rendered:

1. Workers' Compensation insurance in accordance with laws of the State of New Jersey and other states where work is being performed. Employers' Liability limits of Liability shall not be less than the following:

\$1,000,000 Each Accident  
\$1,000,000 Disease, Each Employee  
\$1,000,000 Disease, Policy Limit

2. Commercial General Liability insurance coverage, written on an occurrence basis, and must not be altered by any endorsements limiting coverage. Limits of Liability shall not be less than the following:

\$2,000,000 General Aggregate per location/per job  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal Injury and Advertising Injury Limit  
\$1,000,000 Each Occurrence

3. Comprehensive Automobile Liability insurance covering the use of all owned, non-owned, hired or leased automobiles with limits of liability not less than \$1,000,000 combined single limit for bodily injury and property damage. Coverage should include uninsured and underinsured motorist at limits no less than the minimum statutory limits.

**Additional Requirements as follows:**

1. Certified copies of all insurance policies provided above or certificates thereof satisfactory to the Town of Secaucus shall be furnished forthwith. Each such policy or certificate shall contain a provision that it is not subject to change, cancellation or non-renewal unless 30 days prior written notice via certified mail/return receipt shall have been given to the Town of Secaucus by the Consultant's Insurer. These must be received ~~30 days prior to commencement of work.~~ *upon award.*
2. All insurance purchased and maintained by the Contractor shall designate the Town of Secaucus, their officers, officials, agents, employees and consultants as additional insureds.

3. The Contractor agrees that it will defend, indemnify and save harmless the Town of Secaucus, its officers, agents and employees from all liability, suits, actions, and demands and all damages, costs or fees on account of injuries to persons or property, including accidental death, arising out of or in connection with the work, or by reason of the operations under this agreement.

Waiver of Subrogation applies with respects to General Liability, Auto Liability and Excess (Umbrella) Liability.

**Acknowledgment of Insurance Requirement:**

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Signature

Date

---

Printed Name

Title

**Town of Secaucus**

**Acknowledgement of Secaucus Pay to Play Ordinance**

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

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
State of \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
(Business Name)

\_\_\_\_\_  
(Signature of Professional)

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



# State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
OFFICE OF THE DIRECTOR  
33 WEST STATE STREET  
P. O. Box 039  
TRENTON, NEW JERSEY 08625-0039  
<https://www.njstart.gov>

CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

FORD M. SCUDDER  
*Acting State Treasurer*

JIGNASA DESAI-MCCLEARY  
*Director*

Telephone (609) 292-4886 / Facsimile (609) 984-2575

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):

1.	Bank Markazi Iran (Central Bank of Iran)
2.	Bank Mellat
3.	Bank Melli Iran
4.	Bank Tejarat
5.	National Iranian Tanker Company (NITC)
6.	Amona
7.	Bank Saderat PLC
8.	Bank Sepah
9.	Belaz
10.	Belneftkhim (Belarusneft)
11.	China International United Petroleum & Chemicals Co., Ltd. (Unipecc)
12.	China National Offshore Oil Corporation (CNOOC)
13.	China National Petroleum Corporation (CNPC)
14.	China National United Oil Corporation (ChinaOil)
15.	China Petroleum & Chemical Corporation (Sinopec)
16.	China Precision Machinery Import-Export Corp. (CPMIEC)
17.	Grimley Smith Associates

18.	Indian Oil Corporation
19.	Kingdram PLC
20.	Maire Tecnimont SpA
21.	Naftiran Intratrade Company (NICO)
22.	Oil and Natural Gas Corporation (ONGC)
23.	Oil India Limited
24.	Persia International Bank
25.	PetroChina Company, Ltd.
26.	Petroleos de Venezuela (PDVSA Petróleo, SA)
27.	Sameh Afzar Tajak Co. (SATCO)
28.	Shandong FIN CNC Machine Company, Ltd.
29.	Sinohydro
30.	SKS Ventures
31.	Som Petrol AS
32.	Zhuhai Zhenrong Company

List Date: August 4, 2016

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

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

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

**PART 1: CERTIFICATION**

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

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

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

**PLEASE CHECK THE APPROPRIATE BOX:**

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and 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 non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

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

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

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	
_____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

**ADD AN ADDITIONAL ACTIVITIES ENTRY**

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

Full Name (Print): \_\_\_\_\_

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

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

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

**TOWN OF SECAUCUS**  
**ACKNOWLEDGEMENT OF RECEIPT OF CHANGES**

Pursuant to N.J.S.A. 40A:11-23.2, the undersigned bidder hereby acknowledges receipt of the following notices, revisions or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in the bid proposal may be subject for rejection of the bid.

Title of Addendum/Revision	Received Via (email, fax, etc.)	Date Received

**ACKNOWLEDGEMENT OF BIDDER:**

\_\_\_\_\_

Signature of Professional

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date