TOWN OF SECAUCUS

COUNTY OF HUDSON
STATE OF NEW JERSEY

PROFESSIONAL SERVICES SOLICITATION

FAIR & OPEN PUBLIC SOLICITATION PROCESS

PROFESSIONAL SERVICE: <u>SEE</u>: PROFESSIONAL SERVICES SOLICITED

SUBMISSION DATE:January 5, 2016

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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

PUBLIC NOTICE FOR THE SOLICITATION OF
PROFESSIONAL SERVICE CONTRACTS
FOR THE PERIOD OF JANUARY 1, 2016
THROUGH DECEMBER 31, 2016

NOTICE IS HEREBY GIVEN that sealed submissions will be received by the Town Administrator, or designated representative, for the Town of Secaucus, County of Hudson, State of New Jersey on Tuesday, January 5, 2016, 11:30 A.M. prevailing time, in Council Chambers I, Municipal Government Center, 1203 Paterson Plank Road, Secaucus, New Jersey 07094, then publicly opened and read aloud.

Standardized submission requirements and selection criteria are on file and available in the Town Clerk's Office.

Submission packages may be obtained at the Purchasing Office, (201) 330-2025, during regular business hours, 9:00 A.M. to 4:00 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 Mayor and Council 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 Mayor and Council shall award the contract or reject all submissions no later than 60 days from receipt of the same.

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

_____
Michael Marra, Town Clerk

Dated:

TOWN OF SECAUCUS

PROFESSIONAL SERVICES SOLICITED

1A.1   Special Counsel

Special Council shall be an attorney at law or firm of New Jersey.   The Attorney shall represent the Town in all judicial and administrative proceedings in which the Town or any of its officers or agencies may be a party or have an interest as assigned by the Town Attorney, Town Administrator and/or Mayor. The Special Counsel shall give all legal counsel and advice, where required by the Town Attorney, Administrator, Mayor and Council or any member thereof. Special Council 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 Council shall, at the request of the Town Attorney:

   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.
   3)   Subject to the approval of the Mayor and Council at 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 Attorney by the Town Attorney, Administrator, Mayor and Council 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 Mayor and Council and Administrator in the administration of municipal affairs.

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 Town of Secaucus and its employees as directed by the Town Attorney and 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. The Special Attorney Litigation 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 financial records for the year ending December 31, 2015 and shall serve as Town Auditor for the calendar year 2015 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 Town Auditor shall perform such duties and render such services as may from time to time be requested by the Town Mayor and Council, the chief Financial Officer or the Town Administrator. The Town Auditor should have a minimum of five years municipal experience and possess appropriate professional licenses - RMA and CPA.

1A.4   TAX APPEAL ATTORNEY

The Tax Appeal Attorney shall be an attorney at law 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 Town Attorney shall be compensated at a rate not to exceed $150.00 per hour.

1A.5   LABOR ATTORNEY

The Labor Attorney shall be an attorney at law 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 arbitration, arbitrations, labor and employment counseling, PERC proceedings, disciplinary hearings and employment litigation. Labor Attorney must be available for consultation on a daily basis and shall deal directly with the Town Administrator. 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 project and issues throughout the Town including, when requested by the Town Engineer, assistance with project-planning, estimation, design and inspection; residential land use development inspections; permitting; regulatory compliance, traffic, drainage and various other engineering matters. The firm must demonstrate engineers on staff that are licensed as engineers in the State of New Jersey for at least 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, and the rules & regulations of the New Jersey 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
5. Recreational facilities
6. Site development
7. Various types of New Jersey permits
8. Brownfield consulting
9. Civil engineering
10. Geotechnical/subsurface investigation
11. HVAC
12. Electrical engineering services
13. Landscape design
14. Environmental site assessment
15. Wetlands consulting
16. Roadway design and consulting
17. Industrial hygiene and training
18. Underground storage tank consulting
19. "green technology" consulting

The proposer must also be experienced in preparing bid specifications for various municipal construction projects and knowledge and experience 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 requested.

1A.8   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 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, Bond Counsel is responsible for the preparation and/or review of any Preliminary Official Statement and Official Statement of the Town.   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 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; as well as other Public Sector Related Legal Matters.

1A.10   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 Town 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 Town belongs to maximize the Town's benefits therefrom.

1A.11   SPECIAL COUNSEL/FEDERAL REGULATORY SPECIALIST

The Special Counsel Federal regulatory Specialist shall be an attorney at law with expertise and experience in dealing with the various federal agencies and grants and programs administered by such agencies. An ongoing task of this Special Counsel will be securing federal funds for the permanent replacement of the Meadowlands Parkway Bridge.

1A.12   REAL PROPERTY APPRAISER

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

1A.13   ALCOHOLIC BEVERAGE CONTROL BOARD COUNSEL

The Alcoholic Beverage Control Board Counsel shall be an attorney at law of 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, which shall include routine phone calls with staff. 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.

1A.14   LOCAL-STATE GRANT WRITER

The 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.

1A.15   MUNICIPAL PROSECUTOR

The Municipal Prosecutor shall be an attorney at law of New Jersey and shall provide all necessary and desirable legal counsel and advice requested for the prosecution of cases before the Municipal Court of the Town, and shall conduct the prosecution of such cases except such crimes and offenses as it may be the duty of the county or state officer to prosecute.

1A.16   PLANNING BOARD ATTORNEY

The Planning Board Attorney shall be an attorney at law of the State of New Jersey. The Planning Board Attorney shall be retained to provide all legal counsel to the 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, which shall include routine 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.

1A.17   ZONING BOARD OF ADJUSTMENT ATTORNEY

The Zoning Board of Adjustment Attorney shall be an attorney at law of the State of New Jersey. The Zoning Board of Adjustment Attorney shall be retained to provide all legal counsel to the

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 or 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.

1A.18 Public Defender

The Assistant Town Attorney shall be an attorney at law of New Jersey, but need not be a resident of the Town.   The Public Defender shall act as counsel for those defendants appearing in Municipal Court who are determined to be indigent in accordance with the rules and standards established by the Court.

1A.19 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 miles from the border of the Town of Secaucus and shall be available for the emergency care and/or sheltering of animals on a 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.   CITE(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;

14.   Amy other normal and customary charges;

1A.20   Planner

All applicants 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 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 meetings will be periodically required.

1A.21   TOWN ARCHITECT

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

1A.22   INFORMATION TECHNOLOGY CONSULTANT

The information technology consultant shall be a licensed and/or certified in the appropriate systems to appropriately trouble-shoot, repair, install or do other work as necessary on the Town's computer network, hardware, software and any other like equipment as assigned by the Information Technology department and/or administrator.

TOWN OF SECAUCUS

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, 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

Town Administrator 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 Town Administrator 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 Purchasing Department, 1203 Paterson Plank Road, 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 lot 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, (8) an Acknowledgment of Corrections, Additions and Deletions Form, (9) Local Pay-to-Play compliance form, (10) Disclosure of Investment Activities in Iran and (11) W-9 Form (optional).

All forms listed above, (#1 through #10) 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 Town 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 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.

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 Town of Secaucus 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 Finance Department approximately on the 30th day 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 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 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 approximately one (1) year contract for services, from January 1, 2016 through December 31, 2016.

EXHIBIT A

<u>**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**</u>
<u>**N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.**</u>

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.**

By:_____
Print Name:
Title:
Company Name:
Date:

TOWN OF SECAUCUS

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

The CONTRACTOR and the TOWN OF SECAUCUS (herein referred to as the "TOWN") 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 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, 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 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 ADA 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 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 TOWN from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

TOWN OF SECAUCUS

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

The Town of Secaucus 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 January 5, 2016.

TOWN OF SECAUCUS

CHECKLIST

PROFESSIONAL SERVICE TITLE:

SUBMISSION DATE: January 5, 2016- Tuesday

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_____

9.   Pay-to-Play Compliance form………………………………..____X_____

10.   Disclosure of Investment Activities in Iran Form   ____X_____

Reminder

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

TOWN OF SECAUCUS

<u>NON-COLLUSION AFFIDAVIT</u>

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 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 _____, 201__

_____   _____
Notary Public   (Signature of Professional)

State of _____
My Commission Expires _____

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

TOWN OF SECAUCUS

<u>DISCLOSURE OF OWNERSHIP FORM</u>

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 <u>that</u> 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.

<u>COMPLETE ONE OF THE FOLLOWING STATEMENTS:</u>

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

INSURANCE REQUIREMENTS AND ACKNOWLEDGMENT FORM

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

The minimum amount of insurance to be carried by the 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

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 **mus**t be provided by successful vendor prior to being paid by the Town of Secaucus for any word preformed.

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

<u>PROFESSIONAL SERVICE ENTITY INFORMATION FORM</u>

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

<u>SUBMISSION FORM</u>

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

ACKNOWLEDGMENT OF SECAUCUS PAY TO PLAY ORDINANCE

Chapter 26 of the Secaucus Code addresses "Pay to Play" reforms in the Town of Secaucus. The undersigned acknowledges that he/she has read and understands the ordinance. Moreover, the undersigned represents that he/she, his/her firm, spouse and child living at home has not (and will not) solicited or made any contributions of money, pledge of contribution, including inkind 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, political action committee (PAC) or continuing political committee (CPC) that engages in, or whose primary purposes is the support of Secaucus municipal elections and/or Secaucus municipal parties, between the time of first communication between that professional business entity or vendor and the municipality regarding a specific professional services agreement or goods and services agreement, as the case may be, and the later of the termination of negotiations or rejection of any proposal, or the completion of the contract or agreement**.**

I also understand that for any contract awarded in excess of $50,000, the New Jersey Election Law Enforcement Commission (ELEC) requires the completion of "Form BE" to be filled annually with the Commission.

Subscribed and sworn to before me
this _____ day of _____, 201_

_____   _____

Notary Public   (Signature of Professional)

State of _____

My Commission Expires _____   _____

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

State of New Jersey & TOWN OF SECAUCUS

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

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

ANDREW P. SIDAMON-ERISTOFF
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"):

#	Entity	#	Entity
1.	Bank Markazi Iran (Central Bank of Iran)	22.	Industrija Nafte (INA)
2.	Bank Mellat	23.	Kingdream PLC
3.	Bank Melli Iran	24.	Liquified Natural Gas Limited
4.	Bank Tejarat	25.	Maire Tecnimont SpA
5.	National Iranian Tanker Company (NITC)	26.	Naftiran Intratrade Company (NICO)
6.	Sameh Afzar Tajak Company (SATCO)	27.	Oil and Natural Gas Corporation (ONGC)
7.	Amona	28.	Oil India Limited
8.	Bank Saderat PLC	29.	Panyu Chu Kong Steel Pipe Company, Ltd.
9.	Bank Sepah	30.	Persia International Bank
10.	Belaz	31.	PetroChina Company, Ltd.
11.	Belneftkhim (Belarusneft)	32.	Petroleos de Venezuela (PDVSA Petroleo, SA)
12.	Bharat Petroleum Corporation Ltd.	33.	Schwing America Inc.
13.	China International United Petroleum & Chemicals Co., Ltd. (Unipec)	34.	Shandong FIN CNC Machine Company, Ltd.
14.	China National Offshore Oil Corporation (CNOOC)	35.	Shanghai Sunry Petroleum Equipment Company, Ltd.
15.	China National Petroleum Corporation (CNPC)	36.	Sinohydro
16.	China National United Oil Corporation (ChinaOil)	37.	SK Energy
17.	China Petroleum & Chemical Corporation (Sinopec)	38.	SKS Ventures
18.	China Precision Machinery Import-Export Corp. (CPMIEC)	39.	Som Petrol AS
19.	Emirates National Oil Company	40.	Sonangol
20.	Grimley Smith Associates	41.	Zhuhai Zhenrong Company
21.	Indian Oil Corporation		

List Date: January 28, 2013

State of New Jersey & TOWN OF SECAUCUS
Division of Purchase and Property
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: _____   Bidder/Offeror: _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

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

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

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase and Property under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the 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: _____

Form W-9
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer
Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

TOWN OF SECAUCUS

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☑ Exempt payee

☑ Other (see instructions) ▶ Municipal Government

Address (number, street, and apt. or suite no.)

1203 Paterson Plank Road.

City, state, and ZIP code

Decaucus, NJ 07094

Requester's name and address (optional)

List account number(s) here (optional)

Part I — Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

Employer identification number

| 2 | 2 | | 6 | 0 | | 2 | 2 | 9 | 3 |

Part II — Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ _Sandra S. Sayer, QPA_ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien,

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,

• An estate (other than a foreign estate), or

• A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

TOWN OF SECAUCUS

<u>ACKNOWLEDGMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORM</u>

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