TOWN OF SECAUCUS
COUNTY OF HUDSON
STATE OF NEW JERSEY

PROFESSIONAL SERVICES SOLICITATION
FAIR & OPEN PUBLIC SOLICITATION PROCESS

PROFESSIONAL SERVICES SOLICITED:

1.11 ALCOHOLIC BEVERAGE CONTROL BOARD COUNSEL
1.19 TOWN VETERINARIAN
1.21 SECAUCUS BOARD OF HEALTH ATTORNEY

SUBMISSION DATE: February 18, 2026 at 10:00 a.m.

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, 2026 THROUGH FEBRUARY 14, 2027

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 **February 18, 2026, 10:00 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 or at the Town of Secaucus' Purchasing Office at 1203 Paterson Plank Road, 3rd 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.

The following professional services are being solicited:

1.11 ALCOHOLIC BEVERAGE CONTROL BOARD COUNSEL
1.19 TOWN VETERINARIAN
1.21 SECAUCUS BOARD OF HEALTH ATTORNEY

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 N.J.S.A.19:44A-20.5. 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.

Michael Marra

Town Clerk

Dated: February 4, 2026

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

1.11 ALCOHOLIC BEVERAGE CONTROL BOARD COUNSEL

The Alcoholic Beverage Control Board Counsel shall be an Attorney at Law or a firm 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, 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 $200.00 per hour.

1.19 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 twenty (20) 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
14. Any other normal and customary charges

1.21 SECAUCUS BOARD OF HEALTH ATTORNEY

The Secaucus Board of Health Attorney shall be an Attorney at Law or a firm in the State of New Jersey. The Secaucus Board of Health Attorney shall be retained to provide legal counsel to the Secaucus Board of Health and to serve as legal advisor on matters of the Board's business as

needed. The Secaucus Board of Health Attorney shall attend all regular monthly meetings and other special meetings of the Secaucus Board of Health. The Attorney shall review applications received through the Department of Health, respond to routine phone calls with the Health Officer, Board Assistant and staff, and handle counseling matters. The Secaucus Board of Health Attorney shall represent or advise the Board on any matter in which the Secaucus Board of Health may have a present or future interest. The Secaucus Board of Health Attorney shall be compensated at a rate not to exceed $200.00 per hour.

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 N.J.S.A.19:44A-20.5. The Town has structured a procurement process that seeks to obtain the desired results described above, while establishing a competitive process to ensure 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, 2nd Floor
Secaucus, New Jersey 07094

Proposal documents must be submitted to and be received by the Town, via mail or hand delivery, by 10:00 a.m. on February 18, 2026. 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) 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, 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, hand-delivered to an incorrect location or lost in transit or mail at any time before submission opening.
- 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, the 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, New Jersey 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 Proposal Checklist). Responses which, in the sole 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 (1) 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 Town's objective in soliciting Responses to the RFP is to enable it to select a firm, individual, or organization that will provide high quality services to the citizens of Secaucus. The Town will consider Proposals, including Qualification Statements, only from firms, individuals, or organizations that, in the Town's judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the Town in the manner described in this RFP. Price, while important, is only one of many factors in the evaluation of Proposals.

Proposals will be evaluated by the Town on the basis of the most advantageous, all relevant factors considered. The evaluation will consider:

1. Price, including estimated annual amount of the service, and/or any other proposed pricing considerations or compensation arrangements;

2. Experience and reputation in the field;

3. Knowledge of the Town and the subject matter addressed under the contract;

4. Availability to accommodate the required meetings of the Town; and

5. Other factors demonstrated to be in the best interest of the Town.

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 **Section 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 Service 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.

- No payment will be made unless duly authorized by the Town's authorized representative and accompanied by proper documentation.

- The Professional Service Entity shall comply with the Town's standard payment procedures. Checks are processed by the Town of Secaucus' Finance Department on or about the 30th 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 Town reserves the right to demand as much detail, information or documents as it deems necessary prior to payment. 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.

- If the Professional Service Entity fails to perform or provide said services in accordance with the Proposal Documents, the Town may deduct or retain from monies due or which may become due to the Professional Service Entity, such sum sufficient to pay the difference between the price(s) on which the award is made and the price(s) which the Town may or shall be obliged to pay to remedy such failure.

2.10 Termination of Contract.

The Town of Secaucus reserves the right to terminate any Contract in its sole discretion 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 the experience or the position of the 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, Disclosure of Investment Activities in Iran, Disclosure of Investment Activities in Russia & Belarus 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. l7:27-5.2 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 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, 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. The Respondent shall submit a copy of its business registration certificate as part of its Statement. For information on the Business Registration Law go to: http://www.state.nj.us/treasury/revenue. 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. The Insurance requirements are specified in the attachments. Any insurance shall cover the entire contract terms and be maintained for the duration of the contract. The coverages shall be endorsed to include the Town of Secaucus as additional insured for the duration of the Contract.

Town of Secaucus

Administrative Documents

RFP Document Submission Checklist
Professional Service

Respondent 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 Acknowledgement

_____ Certificate of Employee Information Report

_____ Insurance Requirement and Acknowledgement Form

_____ Disclosure of Investment Activities in Iran Form

_____ Disclosure of Investment Activities in Russia & Belarus

_____ Acknowledgement of Receipt of Addenda

_____ Copy of Business Registration Certificate issued by the New Jersey Department of Treasury, pursuant to N.J.S.A. 52:32-44 *et seq.*

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

_____
Signature of Professional

_____
Printed Name

_____
Title

_____
Date

Town of Secaucus

Administrative Documents

Professional Service Entity Information Form

If the Professional Service Entity is an INDIVIDUAL, please provide the following information:

Name: _____

Address: _____

Telephone No.: _____ Social Security No.: _____

Fax No.: _____ Email: _____

If individual has a TRADE NAME, give such trade name:

Trading As: _____ Telephone No.: _____

If the Professional Service Entity is a PARTNERSHIP, please provide the following information:

Firm Name: _____

Name of Partners: _____

Address: _____

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

Fax No.: _____ Email: _____

Social Security No.: _____

If the Professional Service Entity is INCORPORATED, please provide the following information:

Name of Corporation: _____

State under whose laws incorporated: _____

Location of principal office: _____

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

Fax No.: _____ Email: _____

_____ _____

Signature of Professional Printed Name

_____ _____

Title Date

TOWN OF SECAUCUS
BID PROPOSAL FORM

Professional Service Title and Bid Number, if applicable:

Description of Goods/Services Being Bid:

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

Amount in Words:

Amount in Numbers:
$_____

Entity Name:

Address:

Telephone Number: Facsimile Number:

_____ _____

_____
Signature of Professional

_____
Printed Name

_____
Title

_____
Date

STATEMENT OF OWNERSHIP DISCLOSURE

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 completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ 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. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ 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 no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

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

Name of Individual or Business Entity	Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

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

Full Name (Print):		Title:	
Signature:		Date:	

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

I, _____ residing in _____
(name of affiant) (name of municipality)

in the County of _____ and State of_____ , of full age,

being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____ , and that I executed the said proposal with
(title of bid proposal)

full authority to do so; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full

knowledge that the _____ relies upon the truth of
(name of contracting unit)

the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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, except bona fide employees or bona fide established commercial or selling agencies maintained by _____ .
(name of firm)

Subscribed and sworn to before me this day, _____ , 2____:

_____
Signature of affiant

_____
Type or print name of affiant

_____
Notary public of

My Commission expires

(Seal)

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

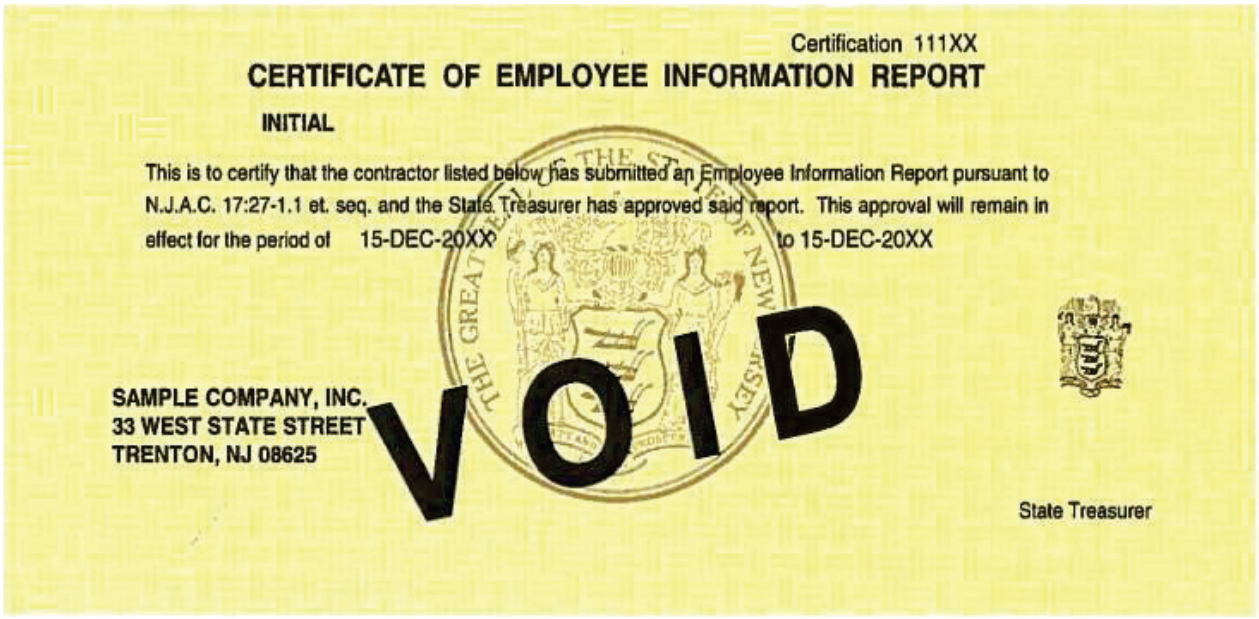
a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of $50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

Sample Certificate of Employee Information Report



Certification 111XX

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

SAMPLE COMPANY, INC.
33 WEST STATE STREET
TRENTON, NJ 08625

VOID

State Treasurer

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. 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:

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.

4. Umbrella Liability insurance policy written on an occurrence basis with a minimum combined single limit of "see below" as "Follow Form" excess of the Contractor's Employers' Liability, Commercial General Liability and Comprehensive Automobile Liability insurance policies required herein.

Project Cost	**Umbrella Limit**
$50,000 and Below	$1,000,000
Over $50,000 to $500,000	$3,000,000
Over $500,000 to $1,000,000	$5,000,000
Over $1,000,000	$10,000,000

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.

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:

_____

Signature Date

_____

Printed Name Title

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

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

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

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

OR

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

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____
_____
_____
Duration of Engagement _____
Anticipated Cessation Date _____

**Attach Additional Sheets If Necessary.*

CERTIFICATION

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

_____ _____
Signature Date

_____
Print Name and Title

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

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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

(Check the Appropriate Box)

☐ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

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

OR

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

_____

_____

_____

_____

_____

_____

(Attach Additional Sheets If Necessary.)

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

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

Town of Secaucus

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Pursuant to the N.J.S.A. 40A:11-23(c) & (d), 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**

☐ No addenda were received

ACKNOWLEDGEMENT OF BIDDER

Name of Bidder: _____

Bidder's Signature: _____

Printed Name & Title: _____

Date: _____

All businesses MUST provide a copy of their Business Registration Certificate (BRC) for their registration to be complete. Below are samples of a BRC Certificate. The Taxpayer Name on the BRC must be the same as the name on the Vendor Registration and the W9 form.

Non-profit Organizations must provide proof of 501(c)(3) exemption instead of the BRC.

Online BRC Look-up: https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp
Information on BRC Requirements: http://www.state.nj.us/treasury/revenue/busregcert.shtml

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

TRADE NAME:

TAXPAYER IDENTIFICATION#:

SEQUENCE NUMBER:

ADDRESS:

ISSUANCE DATE:

EFFECTIVE DATE:

Acting Director

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004

For Office Use Only:

20041014112823533