

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

**SUPPLY AND INSTALL OF A NEW DIESEL GENERATOR SET
SOLICITATION**

FAIR & OPEN PUBLIC SOLICITATION PROCESS

SUBMISSION DATE: MAY 30, 2007

PUBLIC NOTICE

INFORMATION FOR BIDDERS

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

**BUSINESS REGISTRATION OF CONTRACTORS
WITH GOVERNMENTAL AGENCIES**

PUBLIC CONTRACTOR REGISTRATION CERTIFICATE

STANDARDIZED SUBMISSION REQUIREMENTS

CHECK LIST

SUBMISSION DOCUMENTS

**TOWN OF SECAUCUS
MUNICIPAL UTILITIES AUTHORITY
PUBLIC NOTICE FOR THE SOLICITATION OF
SUPPLY AND INSTALL OF A NEW DIESEL GENERATOR SET**

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the Authority Purchasing Agent, or designated representative, for the Town of Secaucus Municipal Utilities, County of Hudson, State of New Jersey on Wednesday, May 30, 2007, 10:00 A.M. prevailing time, in Authority's offices 1100 Koelle Boulevard, Secaucus, New Jersey 07094, then publicly opened and read aloud.

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

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

All 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., NJSA 34:11-56.48 (Public Contractors Registration Act) and the New Jersey Prevailing Wage Act NJSA 34:11-56.15 and N.J.A.C. 17:27 et seq. (Contract compliance and Equal Employment Opportunities in Public Contracts).

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

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

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

Brian Bigler, Executive Director

Dated: May 17, 2007

**TOWN OF SECAUCUS
MUNICIPAL UTILITIES AUTHORITY
PUBLIC NOTICE FOR THE SOLICITATION OF
SUPPLY AND INSTALL OF A NEW DIESEL GENERATOR SET**

1A.1 NEW DIESEL GENERATOR SET

To supply and install on existing concrete pad:

One (1) new diesel electric generator set, rated at 58 KW standby 277/440 volt, three phase, 60HZ complete to include the following:

Standard Equipment for the above unit:

A radiator cooled diesel engine, close coupled to AVR 12-wire reconnectable alternator, with pusher fan, integral base frame with double wall fuel tank, fuel control solenoid, medium-duty air cleaner, battery, battery cables, battery tie down, vibration isolators, 12-volt starter motor, belt driven alternator, mounted muffler, fan & belt guard, mechanical fuel lift pump, oil drain valve, and MCCB circuit breaker. Sound attenuated enclosure with central lifting eye. The unit must be supplied with a compatible plug on a twelve foot long cord which meets Crouse Hinds APJ10477-S22. Provide automatic 5 amp and 10 amp battery chargers.

Auto start Digital control panel:

Includes two-wire control system capable of transfer switch or any other auto start application initiating the starting sequences from an open to close contact. Also includes push buttons for auto/on/off. Additional safety features include alarms/shutdown for following failures: start, engine, low oil pressure, high cooling temperature, asymmetry between phases, over/under voltage, over current, over/under frequency, high/low battery voltage, low fuel level, emergency stop button.

Vendor should be an authorized sales and service distributor for the generator set manufacturer, also having its facilities within a 10 mile radius of the generator set permanent location. The service facility must be stocked with parts and service equipment to ensure a twenty four hour per day, seven day a week on call emergency service response.

Vendor to provide: an extended 5 year warranty, oil pressure and engine temperature gauges, double wall fuel oil tank, anti condensation heaters in the alternator, and battery chargers to make sure the batteries are fully charged to start the generator set, water jacket heater, and PMG excitation for enhanced motor starting

Vendor to deliver an operational generator set to the site within **90 days** from the date of the approval.

Generator Model GEHIW-60-E by Himoina or approved equal.

Diesel engine shall be Iveco Motors Engine coupled with a Stamford Newage Generator or approved equal.

COST: One (1) new diesel generator set, rated at 58 KV standby 277/440 volt, three phase, 60 HZ as specified in the document.

\$ _____

Optional: Vendor to provide one (1) new 100 amp automatic transfer switch.

COST: One (1) automatic transfer switch comparable with the specified generator set as specified in the document.

\$ _____

TOTAL COST = \$ _____
(Sum of the above two costs)

Anticipated deliver and installation time from date of award.

_____ **Days**

**TOWN OF SECAUCUS
MUNICIPAL UTILITIES AUTHORITY**

BIDDERS INFORMATION
(FAIR & OPEN PUBLIC SOLICITATION PROCESS)

1B.1 RECEIPT AND OPENING OF SUBMISSIONS

1B.1.1 OWNER AND PROJECT

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

1B.1.2 TIME AND PLACE OF SUBMISSION OPENINGS

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

1B.1.3 SUBMISSIONS NOT IN COMPLIANCE

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

1B.1.4 WITHDRAWING SUBMISSIONS

Submissions forwarded to the Executive Director and/or his designated representative before the time of opening of submissions may be withdrawn upon written application of the 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 PREPARATION OF SUBMISSIONS

1B.2.1 COMPLETION OF SUBMISSIONS

Each submission must be provided on a Standardized Submission Form as supplied in the submission package, and signed by principal or authorized representative of the Bidder. All prices and amounts must be written in ink or preferably typewritten. Each signatory to the submission must initial all erasures or corrections. **Each submission shall be contained in a sealed envelope addressed to the Town of Secaucus Municipal Utilities Authority, 1100**

Koelle Boulevard, Secaucus, New Jersey 07094 and shall specify the Solicitation Title “Supply and Install of A New Diesel Generator Set” for which the submission is provided. The submission is to be clearly marked “Sealed Submission Enclosed” and must be delivered at the place and time required or mailed so as to be received prior to the opening time set in the advertisement. Submissions received after the hour herein named or in unsealed envelopes shall not be considered.

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

The submission shall be accompanied by (1) a Non-Collusion Affidavit, (2) a Disclosure of Ownership Form, (3) an Insurance Requirement Acknowledgment Form, (4) a Mandatory Equal Employment Opportunity Notice Acknowledgment, (5) a copy of the applicable Business Registration Certificate, (6) Public Contractors Registration Certificate and (7) an Acknowledgment of Corrections, Additions and Deletions Form. All forms listed above, (#1 through #7) shall be completed in their entirety.

1B.2.2 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.3 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 entities who consent thereto may, at the request of the OWNER, be held for consideration for such longer period as may be agreed.

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

1B.4 MODIFICATIONS OF SUBMISSIONS

Any Bidder 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.5 REJECTION OF SUBMISSIONS

1B.5.1 MULTIPLE SUBMISSIONS NOT ALLOWED

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

1B.5.2 UNBALANCED SUBMISSIONS

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

1B.5.3 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.5.4 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.6 PAYMENT

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

1B.7 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.8 CONTRACT COMPLIANCE AND EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS.

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.9 GENERAL REQUIREMENTS/INFORMATION

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

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

ATTENTION ALL BIDDERS

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

provide proof of that registration to the contracting agency before the contracting agency may enter into a contract with the business.

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

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

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

Goods and Services Contracts (including purchase orders):

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

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none were used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates, that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

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

**TOWN OF SECAUCUS
MUNICIPAL UTILITIES AUTHORITY**

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

The CONTRACTOR and the TOWN OF SECAUCUS Municipal Utilities (herein referred to as the "Authority") does hereby agree that the provisions of Title 11 of the American with Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the AUTHORITY pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, 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 AUTHORITY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the AUTHORITY, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the AUTHORITY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the AUTHORITY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the AUTHORITY or if the AUTHORITY incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

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

**TOWN OF SECAUCUS
MUNICIPAL UTILITIES AUTHORITY**

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

The Town of Secaucus Municipal Utilities is seeking sealed submission in response to a Public Notice for the Solicitation to Supply and Install New Diesel Generator Set.

The selection criteria to be used in awarding contract shall include:

1. Compliance with specifications, manufacturer and model of generator to be supplied.
2. Time needed to supply and install generator.
3. Cost.
4. Experience and references.

**TOWN OF SECAUCUS
MUNICIPAL UTILITIES AUTHORITY**

CHECKLIST

Solicitation to Supply and Install New Diesel Generator Set

SUBMISSION DATE: MAY 30, 2007

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. Public Contractor Registration Certificate..... X
7. Acknowledgment of Corrections, Additions or Deletions Form..... X

Reminder

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

Subscribed and sworn to before me
this _____ day of _____, 200_

Notary Public
State of _____
My Commission Expires _____

(Signature)

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

**TOWN OF SECAUCUS
MUNICIPAL UTILITIES AUTHORITY**

DISCLOSURE OF OWNERSHIP FORM

N.J.S.A. 52:25-24.2 reads in part that “no corporation or partnership shall be awarded any contract by the State, County, Municipality or School District, or any subsidiary or agency thereof, unless prior to the receipt of the submission of the corporation or partnership, there is provided to the public contracting unit a statement setting forth 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 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 entity is a *corporation*, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
3. If a corporation owns all or part of the stock of the corporation or partnership providing the submission, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.
4. If the entity is other than a corporation or partnership, the contractor shall indicate the form of corporate ownership as listed below.

COMPLETE ONE OF THE FOLLOWING STATEMENTS:

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

Name: _____ ADDRESS: _____

SIGNATURE: _____ DATE: _____

- II. No Stockholder or Partner owns 10% or more of the company providing this submission:

SIGNATURE: _____ DATE: _____

- III. Submission is being provided by an individual who operates as a sole proprietorship:

SIGNATURE: _____ DATE: _____

- IV. Submission is being provided by a corporation or partnership that operates as a (check one of the following):

_____ Limited Partnership _____ Limited Liability Corporation

_____ Limited Liability Partnership _____ Subchapter S Corporation

SIGNATURE: _____ DATE: _____

**TOWN OF SECAUCUS
MUNICIPAL UTILITIES AUTHORITY**

INSURANCE REQUIREMENTS AND ACKNOWLEDGMENT FORM

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

The minimum amount of insurance to be carried by the Bidder shall be as follows:

The Contractor shall secure and maintain in force for the term of the contract liability insurance as follows:

a. Commercial and General liability policy as broad as the standard coverage forms currently in use in the State of New Jersey shall not be circumscribed by and endorsements limiting the breadth of covers. The policy shall be endorsed to include:

1. Broad Form Comprehensive General Liability
2. Productions/Completed Operations
3. Premises/Operations

The Limits of liability for bodily injury and property damage shall not have less than \$1 million per occurrence as a combined single limit.

b. Automobile liability insurance, which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits of not less than:

\$100,000 Bodily Injury, Each Occurrence

\$100,000 Disease Each Employee

\$500,00 Disease Aggregate Limit

The Authority should be named as an additional insured on the policies.

The insurance certificates effectuation these coverages must provide for thirty (30) day written notice to the Authority prior to cancellation. The bidder/contractor shall, upon the Authority's request, provide current certificates of insurance for all coverages and renewals thereof.

Acknowledgment of Insurance Requirement.

(Signature)

(Date)

(Printed Name and Title)

**TOWN OF SECAUCUS
MUNICIPAL UTILITIES AUTHORITY**

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE
(N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.)

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

This form is a summary of the successful 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 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 entity may obtain the Employee Information Report (AA302) from the Town of Secaucus during normal business hours.

The undersigned 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 entity further understands that his/her submission shall be rejected as non-responsive if said entity fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

COMPANY: _____

SIGNATURE: _____ PRINT NAME: _____

TITLE: _____ DATE: _____

**TOWN OF SECAUCUS
MUNICIPAL UTILITIES AUTHORITY**

ACKNOWLEDGMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORM

I, _____

of the firm _____

hereby acknowledge that any corrections, additions and/or deletions have been initialed and dated in this Submission Package.

(Signature)

(Type or print name of Affined and Title,
under signature)

(Date)

END OF SUBMISSION PACKAGE