

**TOWNSHIP OF BLOOMFIELD  
ESSEX COUNTY, NEW JERSEY**



**Request for Proposals**

**Fireworks Display/Pyrotechnic Services**

**Contract # B2022-01**

**Bid Advertised: March 3, 2022**

**Bid Received: March 24, 2022**

**Time: 11:00pm**

**TOWNSHIP OF BLOOMFIELD  
PUBLIC NOTICE  
SOLICITATION OF PROFESSIONAL SERVICE CONTRACT FOR  
FIREWORKS DISPLAY / PYROTECHNIC SERVICES**

The Township of Bloomfield is soliciting a request for Proposal (“RFP”) to provide

**FIREWORKS DISPLAY / PYROTECHNIC SERVICES**

for a contract period beginning on January 1, 2022 and ending December 31, 2022.

Sealed submissions will be received by the Township Clerk, or designated representative for the Township of Bloomfield, County of Essex, State of New Jersey on **Thursday, March 24, 2022, 11:00 A.M.** prevailing time, in Council Chambers, Municipal Building, Municipal Plaza, Bloomfield, New Jersey 07003, then publicly opened and read aloud. All proposals must be delivered to the Township Clerk’s Office, Township of Bloomfield, 1 Municipal Plaza, Room 214, Bloomfield, NJ 07003. **YOU ARE REQUIRED TO SUBMIT ONE (1) UNBOUND COPY OF THE PROPOSAL AND ONE (1) ELECTRONIC COPY ON A CD OR A THUMB DRIVE.**

All proposals shall include all of the information requested in the Standardized Submission Requirements and selection criteria, which is available on the internet at: <http://bloomfieldtwpnj.com/DocumentCenter/View/396/Standardized-Submission-Requirements-for-Professional-Services-PDF> Bids will be deemed incomplete if all of the documents are not submitted according.

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). 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 Township. The Mayor and Council shall award the contract or reject all submissions no later than 60 days from receipt of same. By authorization of the Mayor and Council of the Township of Bloomfield, Essex County, New Jersey.

**The Township of Bloomfield, NJ is requesting proposal(s) for a firework display at Foley Field located at 1100 JFK Drive, Bloomfield, NJ 07003 on Monday, July 4<sup>th</sup>, 2022. Rain Date of Tuesday, July 5<sup>th</sup> 2022.**

**Specifications:**

- Outline the fireworks display program (e.g. Opening, body, mid-level, finale) and provide type and amount of shells (3” max), cakes, etc and sizes (U.S. diameter) being used for the display.
- Provide types and amounts of ground (set pieces) or low-level devices (cakes, candles) to be used.
- Provide timetable of: delivery of fireworks to site; set-up; live load; and display time.
- Successful bidder shall furnish a minimum of three licensed and recognized pyrotechnic operators and assistants to fire the show in 20 – 24 minutes with no drawn out pauses between shells. Successful bidder must supply the contact information of the scheduled pyrotechnic operators and assistants at least 72 hours before the date of the event.
- Successful bidder will furnish qualified personnel to conduct said program as its sole cost and expense and will pay all freight, express and cartage charges, all deliveries to be made F.O.B. Foley Field, 111 JFK Drive North, Bloomfield, New Jersey. Storage charges, if any, shall be at the sole cost and expense of the successful bidder, but no fireworks shall be at on site at Foley Field.
- Successful bidder is responsible for supplying all necessary materials for constructing mortar racks including lumber and HDPE (High Density Polyethylene) tubes. At the conclusion of the fireworks display the successful bidder must conduct a complete and thorough search of the area to be made for unfired fireworks or pieces (duds) which have failed to function or ignite and shall dispose of same in a safe manner at the cost of the successful bidder.
- Before leaving the facility all garbage, debris and equipment must be removed from the site by the successful bidder. Under no circumstances are any materials or garbage be left behind.
- The successful bidder will be responsible to identify, apply and secure any permits necessary for the event.
- Proposal shall not exceed a total budget of \$25,000.

### **Certificate of Insurance Requirements:**

1. General Liability limits of \$1,000,000 per occurrence combines single limit for bodily injury and property damage, with at least \$2,000,000 general aggregate. Contractual liability MUST be included. *Deductibles and Self-Insured Retentions must be declared and are subject to approval by The Township of Bloomfield.*
2. Automobile limits of \$1,000,000 per occurrence combined single limit for bodily injury and property damage with no aggregate.
3. Statutory Workers Compensation limits, including Employers Liability limits of \$500,000.
4. Umbrella Liability limits of \$4,000,000 preferred.
5. The member entity, and any associations or committees formed by the member entity to organize the event must be named as Additional Insureds on all liability policies.
6. An executed hold harmless agreement in favor of the member entity, signed by the successful bidder. (see enclosed)
7. The rain date must also be shown on the description section of the certificate.

### **Miscellaneous Requirements:**

- Provide documentation that the Federal Aviation Administration (FAA) has been notified and approved the display. Any conditions imposed by the FAA must be obeyed in order to receive the display permit. Provide copies of all documentation issued.
- Successful bidder must be registered as a business with the New Jersey Department of Treasury, Division of Revenue and provide evidence of the same with the proposal
- Successful bidder must provide with the proposal evidence of proven success expertise and experience in the delivery of services.
- Successful bidder must provide with the proposal a list of three of the most recent displays indicating the customer name, phone number and date of service that were provided. The information will be used as references.
- Successful bidder shall not substitute aerial display or ground displays without the approval of The Township of Bloomfield.
- The Township of Bloomfield's Fire Official will determine the launching area for aerial displays, ground displays and the grand finale.
- The Township of Bloomfield may provide musical entertainment from 7:00 p.m. to 9:20 p.m. prior to the fireworks. The fireworks display will begin at approximately 9:20 p.m. at the conclusion of the performance.
- The Township of Bloomfield will furnish a secure area where the firework display will be conducted.

• In the event of inclement weather, which determination shall be at the sole discretion of the Department of Parks, Recreation & Cultural Affairs, said program shall be conducted on TUESDAY, JULY 5<sup>th</sup>, 2022 AT NO ADDITIONAL COST to the Township of Bloomfield.

**LOCATION:** Foley Field, 1100 JFK Drive North, Bloomfield, NJ 07003

**PROGRAM FOR:** The Township of Bloomfield, Independence Day Celebration

**DATE OF DISPLAY:** Monday, July 4, 2022 – Rain Date: Tuesday, July 5, 2022

**BUDGETED AMOUNT:** Not to exceed \$25,000USD

ENTER QUANTITIES OF SINGLE FIRE SHELLS, EXHIBIT CANDLES & GRAND FINALE.

MAXIMUM SIZE SHELL FOR FOLEY FIELD IS (3) THREE INCHES”

**OPENING**

\_\_\_\_\_ cakes/exhibition candles  
\_\_\_\_\_ Under 2”  
\_\_\_\_\_ 2 – 2.5”  
\_\_\_\_\_ 3”

**BODY**

\_\_\_\_\_ Under 2”  
\_\_\_\_\_ 2 – 2.5”  
\_\_\_\_\_ 3”

**GRAND FINALE**

\_\_\_\_\_ cakes/exhibition candles  
\_\_\_\_\_ Under 2”  
\_\_\_\_\_ 2 – 2.5”  
\_\_\_\_\_ 3”

TOTAL NUMBER OF SINGLE FIRE SHELLS \_\_\_\_\_  
TOTAL NUMBER OF EXHIBITION CANDLES \_\_\_\_\_  
TOTAL NUMBER OF GRAND FINALE \_\_\_\_\_  
TOTAL NUMBER OF PIECES IN DISPLAY \_\_\_\_\_

## TOWNSHIP OF BLOOMFIELD

### **STANDARDIZED SUBMISSION REQUIREMENTS FOR PROFESSIONAL SERVICES INFORMATION FOR PROFESSIONAL SERVICES ENTITIES**

#### **Section 1. RECEIPT AND OPENING OF SUBMISSIONS**

##### A. OWNER AND PROJECT

The Township of Bloomfield, Essex County, New Jersey (hereinafter called the “Township” invites submissions for the service(s) mentioned in the Public Notice for Solicitation.

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

Township Clerk 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.

##### C. SUBMISSIONS NOT IN COMPLIANCE

The Township 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-20.5 et seq.

##### D. WITHDRAWING SUBMISSIONS

Submissions forwarded to the Township Clerk and/or his/her 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.

#### **Section 2. QUALIFICATIONS OF PROFESSIONAL SERVICES ENTITIES (RESPONSES MUST INCLUDE THE FOLLOWING INFORMATION)**

##### **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.

**Section 3. PREPARATION OF SUBMISSIONS**

**A. COMPLETION OF SUBMISSIONS**

Each submission must be provided on a Standardized Submission Form as supplied in this 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 amount 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 Township of Bloomfield, Township Clerk’s Office, Municipal Plaza, Bloomfield, New Jersey 07003 and shall specify the Title/and or Service 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 indicated in the Public Notice for Solicitation or in unsealed envelopes shall not be considered.**

The Township 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 the 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 of Submission, (8) Business Entity Disclosure Certificate (9) an Acknowledgment of Corrections, Additions and Deletions Form (10) Executed Letter of Transmittal, (11) Disclosure of Investment Activities in Iran, (12) Disclosure of Investigations and actions involving Service Entity.

B. **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.

**Section 4. TIME FOR AWARD OF CONTRACT**

The Township 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 sixty (60) days, except that the submissions of any professional services entities who consent thereto may, at the request of the Township, 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 Township Chief Financial Officer has certified the necessary funds in a lawful manner.

**Section 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 communication should not reveal the submission price but should provide specific information regarding the addition to or subtraction from or other modification to the original submission so that the Township will not know the final price(s) or term(s) until the sealed submissions are opened.

**Section 6. REJECTION OF SUBMISSIONS**

A. **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.

B. **UNBALANCED SUBMISSIONS**

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

C. **RIGHT TO REJECT SUBMISSIONS**

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



D. METHOD OF AWARD OF SUBMISSIONS

The right is reserved by the Township to award submissions on a “*service by service*” basis, “*per project*” basis, *in part or in whole* as determined by the Township.

E. RIGHT TO WAIVE INFORMALITIES RESERVED

The Township expressly reserves the right to waive any informality in any submission, or to accept the submission, which is the Township’s judgment serves its best interests.

**Section 7. PROFESSIONAL SERVICES ENTITLY REFERRED TO LAWS**

1. Proposals will be evaluated by the Township on the basis of the most advantageous, price and other factors considered. The evaluation will consider:
  - a. Qualifications of the individuals who will perform the services/tasks and the amounts of their respective participation.
  - b. Experience and references.
  - c. Ability to perform the services/tasks in a timely fashion, including staffing and familiarity with the subject matter.
  - d. Cost consideration – including, but not limited to, historical costs for similar professional services, expertise involved and comparable costs for comparable public entities.
  - e. Knowledge of the township and the subject matter to be addressed under the contract.
  - f. Other factors if demonstrated to be in the best interest of the Township.

**Section 8. MANDATORY FORMS**

The following forms shall be submitted with Proposal:

1. Affirmative Action Employee Information Report or Certificate of Employment Information Report.
2. Acknowledgment of Receipt of Addenda (if applicable).
3. Non-Collusion Affidavit.
4. Stockholder Disclosure Certification.
5. Business Entity Disclosure Certification.

6. Proposal Form.
7. New Jersey Business Registrations Certificate.
8. IRS W-9 Form.
9. Executed Letter of Transmittal.
10. Disclosure of Investment Activities in Iran.
11. Disclosure of Investigations and action involving Service Entity.

Failure to submit any one of the mandatory items shall be cause for rejection.

**Section 9. PAYMENT**

Checks are processed by the Township of Bloomfield's Finance Department approximately on the 30<sup>th</sup> 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.

**Section 10. 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 thirty (30) days beyond the expiration date of the contract.

**Section 11. FACSIMILE DOCUMENTS PROVIDED IN A SUBMISSION**

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

**Section 12. 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.

**Section 13. 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 Township and

the fact that any professional services entity is not familiar with these standardized submission requirements or conditions will not be accepted as an excuse.

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

**THE TOWNSHIP RESERVES THE RIGHT TO CANCEL ANY CONTRACT ENTERED INTO UPON THIRTY (30) DAYS 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.”

**Section 14. CONTRACT TERMS AND CONDITIONS**

1. The term of this agreement is to be a period of 12 months commencing on the date of the award of the Contract by the Township Council and ending December 31, 2021.
2. Respondent’s Proposal shall remain valid for a period of ninety (90) days after submission and will be considered as a binding offer to perform the required services.
3. Respondents shall comply with all Local, State and Federal directives, orders and laws as applicable to this Proposal.
4. The successful Respondent shall not assign or transfer this agreement to any other person or company without prior consent and approval in writing from the Township of Bloomfield.
5. More than one (1) Proposal from the same Firm under the same or different name shall not be considered. A Respondent submitting more than one (1) Proposal will cause the rejection of all the Proposals of said consultant. If there is a reason for believing that collusion exists amongst bidders, those Proposals shall be rejected and participants shall not be considered for any future Proposal submissions.
6. All Proposals and documents submitted to the Township of Bloomfield in response to this RFP shall become the property of the Township of Bloomfield and are subject to the open public records act of the State of New Jersey, after contract is awarded.
7. Be advised that the Township of Bloomfield may secure background information based upon the references provided in this RFP.

8. The Township of Bloomfield shall determine at the time of an award of Contract with “not to exceed” amount of the term of the Contract.

## TOWNSHIP OF BLOOMFIELD

### CHECKLIST

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

- |   |          |
|---|----------|
| 1. Non-Collusion Affidavit  | <u>X</u> |
| 2. Disclosure of Ownership Form   | <u>X</u> |
| 3. Insurance Requirement Acknowledgment Form  | <u>X</u> |
| 4. Mandatory Equal Employment Opportunity<br>Notice Acknowledgment  | <u>X</u> |
| 5. Americans with Disabilities Act of 1990  | <u>X</u> |
| 6. Executed Letter of Transmittal   | <u>X</u> |
| 7. Firm's Affidavit of No Disciplinary Sanctions or<br>Professional Negligence  | <u>X</u> |
| 8. Disclosure of Investment Activities in Iran  | <u>X</u> |
| 9. Disclosure of Investigations and actions involving<br>Service Entity   | <u>X</u> |
| 10. Copy of your <b>Business Registration Certificate</b> as issued<br>by the State of New Jersey, Department of Treasury,<br>Division of Revenue | <u>X</u> |
| 11. Professional Service Entity Information Form  | <u>X</u> |
| 12. Qualifications Submission   | <u>X</u> |
| 13. Business Entity Disclosure Certificate  | <u>X</u> |
| 14. Acknowledgment of Corrections, Additions or Deletions Form  | <u>X</u> |
| 15. Authorized signatures on all forms  |          |
| 16. Hold Harmless Acknowledgement   | <u>X</u> |

### Reminder:

**Please Note this Additional Requirement: All Bidders shall submit one (1) unbound copy and one (1) electronic copy in the form of a CD or Thumb Drive proposal to the Municipal Clerk's Office, 1 Municipal Plaza, Room 214, Bloomfield, NJ 07003**

## TOWNSHIP OF BLOOMFIELD

### 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; 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 contract or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applications 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.**

**TOWNSHIP OF BLOOMFIELD**

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY                   :  
   :  
COUNTY OF ESSEX                    :SS.  
   :

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 Township of Bloomfield 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 commission, percentage, brokerage or contingent fee.



Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Notary Public

(Signature of Professional)

State of \_\_\_\_\_

My Commission Expires \_\_\_\_\_

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

**TOWNSHIP OF BLOOMFIELD**

**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 professional service entity is a *partnership*, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
2. If the professional service entity is a *corporation*, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
3. If a corporation owns all or part of the stock of the corporation or partnership providing the submission, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.
4. If the professional service entity is other than a corporation or partnership, the contractor shall indicate the form or 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:

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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: \_\_\_\_\_

**TOWNSHIP OF BLOOMFIELD**

**INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM**

Certificate(s) of Insurance shall be filed with Township 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:***

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(Signature) (Date)

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(Printed Name and Title)

**TOWNSHIP OF BLOOMFIELD**

**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 Township 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 Township of Bloomfield 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 Township of Bloomfield during normal business hours.

The undersigned professional service entity certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. and agrees to furnish the required forms of evidence.

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

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

## TOWNSHIP OF BLOOMFIELD

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

The Contractor and the Township 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 Township 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 Township in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Township, 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 Townships grievance procedure, the Contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township incurs any expense to cure a violation of the ADA which has been brought pursuant to it grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Township shall, as soon as practicable after a claim has been made against it, given 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 Township or any of its agents, servants and employees, the Township shall expeditiously forward or have forwarded to the Contractor every demand, compliant, notice, summons, pleading, or other process received by the Township or its representatives.

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

It is further agreed and understood that the Township 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 this 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 the Agreement, nor

shall they be construed to relieve the Contractor from any liability, nor preclude the Township from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.



## EXECUTED LETTER OF TRANSMITTAL

**(Note: To be typed on Respondent's Letterhead. No modifications may be made to the content of this letter)**

{Insert Date}

Anthony DeZenzo, Township Administrator  
1 Municipal Plaza, Room 209  
Bloomfield, NJ 07003

Re: Proposal Statement

Dear Mr. DeZenzo:

The undersigned, Qualified Respondent, has submitted the below Proposal Statement in response to a Request for Proposals (RFP), issued by the Township of Bloomfield (the "Township") dated \_\_\_\_\_, in connection with the Township's need for A) \_\_\_\_\_, and B) \_\_\_\_\_.

The undersigned hereby states:

- The Proposal Statement contains accurate, factual and complete information to the best of my/our knowledge and belief. The Proposal Statement is submitted in good faith. I/we understand that any false statement may result in my/our disqualification.
- I/We agree(s) to participate in good faith in the procurement process described in the RFQ and to adhere to the Township's procurement schedule.
- I/We acknowledge(s) that all costs incurred by me/us in connection with the preparation and submission of the Proposal Statement, amendments thereto, and any other documents prepared and submitted in response to the RFQ, or any negotiation which results therefrom, shall be borne exclusively by the undersigned.
- I/We hereby declare that the only persons/business entities anticipated by the undersigned to perform the professional services for which the undersigned's Proposal Statement is submitted are the two other members of the Project Team named herein and that no other persons or business entities participated in submission of the undersigned's Proposal Statement or will participate in any contract to be entered into between Respondent Project Team and the Township. The undersigned declares that its Proposal Statement is made without connection with any other person, firm or parties, except the other two members of the Project Team who have submitted Proposal Statements with the undersigned, and that the undersigned's Proposal Statement is being prepared and submitted in good faith and without collusion or fraud.
- I/We acknowledge(s) and agree(s) that the Township may modify, amend, suspend and/or terminate the procurement process (in its sole judgment).

- I/We acknowledge(s) that if the Project Team of which I/We (am/are) a member become the Successful Respondent and is awarded a contract to provide the Services, I/We shall comply with all applicable affirmative action and equal employment opportunity laws.

**Signed:** \_\_\_\_\_ **Printed:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

\*If the qualified respondent is part of a joint venture, partnership or organization other than a natural person, the Letter of Proposal and Letter of Intent must be signed by an individual with the authority to bind the organization

**REQUEST FOR QUALIFICATIONS  
FIRM'S AFFIDAVIT OF NO DISCIPLINARY SANCTIONS  
OR PROFESSIONAL NEGLIGENCE  
IN THE STATE OF NEW JERSEY**

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

I \_\_\_\_\_, an officer of the firm of \_\_\_\_\_ submitting an RFQ for the above named work, and that I executed the said RFQ with full authority to do so; that said bidder at the time of making of this bid is not included on the State of New Jersey, Department of Treasury, Division of Property Management & Construction List Debarred, Suspended and Disqualified bidders and that all statements contained in the Affidavit in awarding the contract for said work.

The undersigned further warrants that the professional licenses and/or certifications of those individuals listed in this RFQ are valid and not expired or suspended.

The undersigned further warrants that should the name of the firm making this submission appear on the Treasurer's List of Debarred, Suspended and Disqualified Bidders at any time prior to, and during the life of this contract, including the Guarantee Period, that the Township shall be immediately notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the submission as a contractor is subject to disbandment, suspension and/or disqualification in contracting with the State of New Jersey at the Department of Environmental Protection if the Contractor, pursuant to N.J.S.A. 7:1-5.2, commits any of these acts listed therein, and as determined according to applicable law and regulation.

\_\_\_\_\_  
Name of the Firm (Print or Type)

\_\_\_\_\_  
Signature/Title

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
(Witnessed or Attested by): \_\_\_\_\_ My commission expires: \_\_\_\_\_  
Printed Name of Affiant: \_\_\_\_\_ Date: \_\_\_\_\_

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

RESPONDENT’S NAME \_\_\_\_\_

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: (Please check all statements that are true)**

- 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 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, 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.

Name \_\_\_\_\_

Relationship to Bidder \_\_\_\_\_

Description of Activities \_\_\_\_\_

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_

Bidder Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

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 Township of Bloomfield 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 Township of Bloomfield, to notify the Township of Bloomfield 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 a criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of Bloomfield, New Jersey and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**DISCLOSURE OF INVESTIGATIONS AND ACTIONS INVOLVING BIDDER**

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the data of inception, current status, and, if applicable, disposition.

**Investigation**

Indicate "NONE" if no investigations were undertaken. Attach additional pages if necessary

<b>Person or Entity</b>	<b>Date of Inception</b>	<b>Description</b>	<b>Disposition/Status (if applicable)</b>	<b>Bidder Contact Name and Phone for additional information</b>

**Litigation/Administrative Complaints**

Indicated "NONE" if no Litigation/Administrative Complaints. Attach additional pages if necessary

<b>Person or Entity</b>	<b>Date of Inception</b>	<b>Description</b>	<b>Disposition/Status (if applicable)</b>	<b>Bidder Contact Name and Phone for additional information</b>

(Print name & title of affiant) (Corporate Seal)

**TOWNSHIP OF BLOOMFIELD**

**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 the Submission Package.

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Date)

**END OF SUBMISSION PACKAGE**