

**TOWNSHIP OF BLOOMFIELD  
PUBLIC NOTICE  
SOLICITATION OF PROFESSIONAL SERVICE CONTRACTS FOR  
ELEVATOR SUB-CODE INSPECTION SERVICES**

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

**ELEVATOR SUB-CODE INSPECTION SERVICES**

for a contract period beginning on May 1, 2021 and ending December 31, 2023.

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 **Wednesday, April 7, 2021, 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://www.bloomfieldwpnj.com/244/Bids-RFPs-RFQs>. 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.

**SPECIFICATIONS**  
**FOR**  
**ONSITE ELEVATOR INSPECTIONS**

**TOWNSHIP OF BLOOMFIELD**  
**NEW JERSEY**

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## **INFORMATION TO BIDDERS**

1. Accidents, Injuries, Damages:

If it becomes necessary for the vendor, either as principal or by employee, to enter upon the premises or property of the Township in order to construct, erect, inspect, make delivery or remove property hereunder, the vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of happenings of any accidents, injuries, damages or hurt to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Township from payment of all sums of money by reason of all, or any, such accidents, injuries, damages or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any Township Ordinance regulation, or the laws of the State, or the United States, while the said work is in progress.

Contractor will carry insurance to indemnify the Township against any claim for loss, damage, or injury to property or persons arising out of the performance of the Contractor or an employee thereof and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the Contractor or an employee or agent thereof, and shall provide certificates of such insurance to the Township.

2. Patents, etc.:

The bidder shall hold and save the Township of Bloomfield, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any composition which has or has not been copyrighted, any secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

3. Brand Names:

References made herein to the products of any specific manufacturer by brand name are only for the purpose of describing type, style and quality of the product desired. Any substitutions must, however, be identical in appearance and must equal or exceed quality of the items specified. In the event substitutions are offered, they must be itemized on a separate sheet and attached to your bid and the difference in brand and specifications, if any, so noted thereon. Failure to list substitutions shall hold vendor responsible for furnishing the exact brand and style described in these specifications.

4. Samples:

In the event substitutions are offered, samples must be submitted by the time of the bid opening. The Township will be the sole judge as to the acceptability of substitutions and this determination will be final.

5. Sale, Transfer of Business:

It is understood by all parties that if, during the life of the contract, the contractor disposes of his business by sale, transfer or by other means to another party, all obligations are transferred to such purchaser. This contract may not be assigned by the vendor without the prior written approval of the Township which will not unreasonably be withheld. In the event of transfer, the owner(s) will be required to submit a Performance Bond in the amount of the open balance of the contract.

6. Quotations and Bids:

Quotations and bids must be signed in ink by the bidder. All quotations and bids must be typewritten or written in ink. Any quotation or bid showing any erasure or alteration must be initialed by the bidder in ink.

7. Bid Proposal Form:

All bids must be made on the proposal form attached hereto. Unit prices and totals are to be inserted in the spaces provided. Failure to sign and give all information in the proposal may result in the rejection of the bid.

8. Bid Deposit:

Each bid shall be accompanied by a certified check, cashier's check or bid bond in the amount of Two Hundred Dollars (\$200.00), payable unconditionally to the Township Treasurer of the Township of Bloomfield, New Jersey. Any and all bid bonds submitted to the Township are subject to the approval of the Governing Body.

The bid security of the unsuccessful bidders will be returned when the contract is awarded to the successful bidder. The bid security of the successful bidder will be returned upon the receipt of a signed contract.

If the successful bidder fails to enter into a contract within ten (10) days from the date of notification to do so, then the certified check deposited by the bidder shall at the option of the Township Council, be retained as liquidated damages.

Should the bidder to whom the contract is awarded, fail to enter into a contract, the Township Council may then at its option, accept the proposal of the next successful bidder.

9. Bonds:

All required bonds including Bid Bond, Performance Bond, Labor and Material Payment Bond and Maintenance Bond, as identified in the Bid Checklist, shall be issued by a Surety rated B plus (B+) or better by Best's Key Rating Guide-Property/Casualty, United States & Canada. (current year edition)

10. Marking of Bid Envelopes:

The envelope containing the bid must be marked with the following information:

**Title of Bid:** Onsite Elevator Inspections  
**Bid opening date and time:** April 7, 2021  
**11:00 a.m.**

11. Submitting Bids:

All bids must be mailed Certified or Registered Mail. If sent by regular mail, it will be at the bidders own risk. Mail to:

Bloomfield Township Clerk  
Township of Bloomfield Municipal Building  
1 Municipal Plaza  
Room 214  
Bloomfield, New Jersey 07003

Bids may also be presented at the time of the bid meeting.

12. Challenges to the Specification:

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the Purchasing Committee at least three (3) business days prior to the opening of bids. Challenges filed after that time shall be considered void and having no impact on the Township of Bloomfield or the Award of Contract.

13. Protest of Bid Proposals:

Any vendor who wishes to protest a bid proposal shall file such protest in writing with the Purchasing Committee within three (3) business days after the opening of bids. Protest filed after that time shall be considered void and shall have no impact on the Township of Bloomfield or the Award of Contract.

14. Award of Bid:

The Township Council reserves the right to reject any and all bids or to award in whole or in part to the lowest responsible bidder, if it is in the best interest of the Township to do so. In case of tie bids, the Township Council shall have the authority to award orders or contracts to the bidders submitting the lowest bids jointly or separately, or to make the award to the bidder, which the Township Council considers to be in the best interest of the Township.

15. Discrimination:

There shall be no discrimination against an employee engaged in the work required to produce the commodities covered by any contract resulting from this bid, or against any applicant to such employment because of race, creed, color, national origin or ancestry. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall insert a similar provision in all subcontracts for service to be covered by any contract resulting from this bid.

16. Discrepancies:

In evaluating bids, discrepancies between words and figures shall be resolved in favor of words. Discrepancies between unit prices and the total price extension shall be resolved in favor of the unit price and the extension adjusted accordingly. Discrepancies between the indicated sum of any column of figures and the correct sum thereof shall be resolved in favor of the correct sum.

17. Required Affirmative Action Evidence--N.J.P.L. 1975, C. 127, N.J.A.C. 17:27:

Procurement, Professional and Service Contracts:

All successful vendors must submit one of the following forms of Affirmative Action Evidence:

1. A photocopy of your Federal Letter of Affirmative Action Plan Approval  
OR
2. A photocopy of your Certificate of Employee Information Report  
OR
3. A completed Affirmative Action Employee Information Report (AA302).  
The Township will supply the successful bidder with Report AA302.

If your company has a Federal letter of Affirmative Action Plan Approval or a N.J. Certificate of Employee Information Report, you must submit a photocopy of it prior to execution of contract.

If your company does not have one of these forms of evidence, and you are the successful bidder, you will be supplied with Report Form AA302. The completed Report Form AA302 must be received by the Township prior to execution of contract.

“Prior to execution of contract, if the successful bidder does not submit the Affirmative Action document; the public agency must declare the successful bidder as being non-

responsive and award the contract to the next lowest bidder” (N.J. Affirmative Action Office--Public Agency Regulations for Awarding Contracts Pursuant to P.L. 1975, C.127 (N.J.A.C. 17:27)).

If awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27.

18. Worker and Community Right to Know Act:

**ATTENTION VENDORS:** Each chemical product being bid is governed by the New Jersey Right to Know Act. Each product that you supply must be accompanied by a Material Safety Data Sheet or M.S.D.S. You must provide one M.S.D.S. for each hazardous chemical ingredient per product. In addition, each product must carry a label that includes a list of the five (5) major ingredients and any hazardous chemicals. The label must also include a CAS number for each ingredient.

Please mail all M.S.D.S.'s to:

Township of Bloomfield  
Municipal Clerk  
1 Municipal Plaza  
Bloomfield, New Jersey 07003

19. American Goods and Products to be Used Where Possible:

Only manufactured and farm products of the United States, wherever available, shall be used in connection with this contract pursuant to N.J.S.A. 40A:11-18.

20. Quantities:

Quantities indicated are the estimated quantities of each item that will be required for twelve (12) calendar months starting with the award of the contract. The quantity of each item may vary as per the requirements of the Township. The Township reserves the right to increase and/or decrease the quantities to extent of twenty percent (20%) at the unit price in the bid.

21. Delivery:

Bidders shall guarantee delivery of materials in accordance with the delivery schedule provided in the specifications and/or bid proposal form. All items shall be delivered F.O.B. destination and all delivery charges shall be included in the bid price unless otherwise stated in the specifications.

22. Inspection:

All materials, equipment, supplies and/or services delivered to or performed for the Township of Bloomfield shall be inspected upon delivery to insure compliance with the specifications. Items that are not in accordance with the specifications shall be rejected.

23. Payments:

Vendor must provide an itemized invoice and a signed Purchase Order/Voucher. The Voucher will be certified correct by the department head who receives the material or service. Payment will only be made following the approval of a bill list by the Township Council. The Township of Bloomfield will not pay interest or late fees.

24. Availability of Funds:

All contracts entered into by the Township of Bloomfield are subject to the availability and appropriation annually of sufficient funds.

25. Certificate of Insurance:

Certificates of liability and workers compensation insurance satisfactory to the Township of Bloomfield shall be submitted to the Township of Bloomfield with executed contract. All of the contractor's insurance coverage shall save the Township of Bloomfield, and their agents harmless.

The minimum amounts of insurance to be carried by the contractor are as follows:

A. Workers Compensation and Employer Liability Insurance

The contractor shall take out and maintain during the life of this contract adequate workers compensation and employers liability insurance for all employees employed in connection with the work and in case any work is sublet, the contract shall require each subcontractor similarly to provide workers compensation and employer liability insurance for the latter's employees, unless such employees are covered by protection afforded by the contract. Employer Liability Insurance and Workers Compensation Insurance shall have the statutory limits as required by the State of New Jersey.

B. Public personal injury liability and property damage liability, including contingent liability, and contractual liability, and completed operations:

One person in any one occurrence	\$1,000,000
Two or more persons in any one occurrence	\$5,000,000
Property damage in any accident	\$5,000,000
Aggregate property damage limit	\$5,000,000

C. Automobile Liability Insurance:

One person in any one accident	\$1,000,000
Two or more persons in any one accident	\$5,000,000
Property damage in any one accident	\$1,000,000

The Owner is requesting these limits as minimums, but require insurance certificate normally carried by the contractor if they are at or above the minimum.

Property damage insurance shall be extended to cover damage to underground wires, pipes, ducts, conduits, etc., and explosion damage, and damage due to collapse. If any work is sublet, insurance of the same types and limited shall be provided by or for each subcontractor. The types and limits shall be provided by or for each subcontractor. The policies shall remain in force until all work has been completed.

The contractor shall ascertain the cost of all the required insurance policies before submitting a bid.

26. Prevailing Wage Rates

The prevailing wage rates are determined by the New Jersey Department of Labor, pursuant to Chapter 150 of the New Jersey Laws of 1963 as amended and the contractor must comply with those rates.

Workers employed in the performance of this contract shall be paid not less than such prevailing wage. In the event it is found that any worker, employed by the contractor or subcontractor covered by this contract, has been paid a rate of wages less than the prevailing wage. The Township of Bloomfield may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and their sureties shall be liable to the Township of Bloomfield for any excess costs occasioned thereby.

The New Jersey Prevailing Wage Rates are on file in the Township of Bloomfield's Engineering Office, 1 Municipal Plaza, Bloomfield, NJ 07003, and may be obtained between the hours of 8:30 a.m. to 4:30 p.m.

Effective February 18, 1992 Regulations N.J.A.C. 12:60-2.1 and 6.1 of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et. Seq. requires that certified payroll records must be submitted to the public body, by all contractors and subcontractors, for each employee on the project within ten (10) days of the payment of wages. The public body shall receive, file and make available for inspection during normal business hours the certified payroll records.

27. New Jersey Business Registration Requirements

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 to submit proof of business registration to the contractors;
- 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 was 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. Information on the law and its requirements is available by calling (609) 292-9292.

## **BID CHECKLIST**

Bidder acknowledges and agrees to complete the following forms at the times indicated:

### **I. TO BE COMPLETED AND SUBMITTED AT TIME OF BID**

- PROPOSAL FORM
- BID BOND/BID SECURITY
- DISCLOSURE OF OWNERSHIP
- DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
- NON-COLLUSION AFFIDAVIT
- ADDRESS FORM
- AMERICANS WITH DISABILITIES ACT OF 1990
- AFFIRMATIVE ACTION COMPLIANCE NOTICE
- THE UNDERSIGNED BIDDER ALSO ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:  
ADDENDUM NO.                      DATED

### **II. TO BE SUBMITTED PRIOR TO AWARD OF CONTRACTS**

- COPY OF STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

### **III. TO BE SUBMITTED PRIOR TO EXECUTION OF CONTRACT**

- AFFIRMATIVE ACTION CERTIFICATE (OF FORM AA-302)

### **IV. TO BE SUBMITTED WITH EXECUTED CONTRACT**

- CERTIFICATE OF INSURANCE (NAMING THE TOWNSHIP OF BLOOMFIELD AS ADDITIONAL INSURED)

The above information will **ONLY** be accepted in complete package form. Submission of any item individually **WILL NOT BE ACCEPTED.**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
TRADE, COMPANY OR CORPORATE NAME

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, 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 contractor 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. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

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

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

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

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

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

## **EXHIBIT A**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27**

#### **GOODS, PROFESSIONAL SERVICE 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, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, 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, gender identity or expression, disability, nationality or sex.

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**(REVISED 4/10)**

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY  
COUNTY OF \_\_\_\_\_

ss:

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  
(title of bid proposal)

proposal with 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 Township of Bloomfield relies upon the truth of 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)  
\_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or print name of affiant under signature

Subscribed and sworn to  
before me this day  
\_\_\_\_\_, 20\_\_\_\_\_  
Notary Public of New Jersey  
My Commission expires \_\_\_\_\_  
(seal)

**DISCLOSURE OF OWNERSHIP**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, County, Municipal or School District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid, or accompanying the bid of said Corporation or Partnership there is submitted a statement. The Statement shall set forth the names and addresses of all stockholders in the Corporation or Partnerships who own ten percent (10%) or more of its stock of any class, or of all individual partners in the Partnership who own ten percent (10%) or greater interest therein.

In the spaces provided, list the names and addresses of all owners, partners, directors, officers and indirect owners owning ten percent (10%) or more interest in the bidder's firm. If corporate owner, list in the spaces provided, stockholders or corporation whose ownership through the corporation is ten percent (10%) or more of the bidder. Please complete the affidavit at the bottom of the form.

NAME	ADDRESS	PERCENTAGE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I certify that: (please check the spaces as certification)

\_\_\_\_\_ The list of stockholders above is current and correct to the best of my knowledge.

\_\_\_\_\_ There are no stockholders holding ten percent (10%) or more interest in this corporation or firm to the best of my knowledge.

Signature of Authorized Representative \_\_\_\_\_

Print or Type Name \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Bid/Proposal Number: Onsite Elevator Inspections

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

**PART 1: CERTIFICATION**

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

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

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

**PLEASE CHECK THE APPROPRIATE BOX:**

I certify, pursuant to Public Law 2012, c.25, that neither the bidder listed above nor any of the bidder’s parents, subsidiaries, or affiliates is listed on the N.J.Department of the Treasury’s list of entities determined to be

engaged in prohibited activities in Iran pursuant to P.L.2012,c.25 (“Chapter 25 List”). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department’s Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part

2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

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

**PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. FOR ADDITIONAL ENTRIES, PLEASE ATTACH A SEPARATE PIECE OF PAPER.**

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

**PLEASE SIGN FOR PART 1 AND/OR PART 2:**

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 to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of Bloomfield 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: \_\_\_\_\_

**ADDRESS FORM**

Accompanying this proposal is a certified check, cashier's check or bid bond payable to the Township Treasurer of the Township of Bloomfield, in the Sum of \$ \_\_\_\_\_

which the undersigned agrees is to be forfeited as liquidated damages, and not as a penalty, if the Contract is awarded to the undersigned, and the undersigned shall fail to execute the contract for the project or furnish the bond required within the stipulated time. Otherwise the check will be returned to the undersigned.

\_\_\_\_\_ is (an Individual, a  
(Name of Company)

Partnership, or a Corporation) under the laws of the State of \_\_\_\_\_

having principal offices at \_\_\_\_\_  
(Company Address)

Signature of  
Authorized Representative \_\_\_\_\_

**AMERICANS WITH DISABILITIES ACT OF 1990**  
Equal Opportunity for Individual with Disability

The Contractor and the Owner do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42.U.S.C.S1210 et seq.), which prohibit discrimination on the basis of disability by public entitles, 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 Owner 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 OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, loses, 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 OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER 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 OWNER 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 proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER 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 OWNER pursuant to this paragraph. It is further agreed and understood that the OWNER 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 CONTRACTORS obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

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SIGNATURE OF AUTHORIZED REPRESENTATIVE

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PRINT NAME AND TITLE OF ABOVE

## **TOWNSHIP OF BLOOMFIELD**

### **Onsite Elevator Inspections**

#### **Intent**

It is the intent of this specification for the Township of Bloomfield to hire a vendor to perform Onsite Elevator Inspections for the Township of Bloomfield.

#### **General**

In accordance with N.J.A.C. 5:23-4.14, the Township of Bloomfield, in the County of Essex, is a class one municipality, seeking bids for onsite inspection agencies for a contract through 2023 for Elevator Inspection Sub-code.

The Township of Bloomfield has a population of approximately 50,000 and comprises of 5.3 square miles. Approximately five (5) to ten (10) permits are issued each year and five hundred (500) inspections/re-inspections are conducted. It is required that the Sub-code official(s) be available at the Division of Inspections to meet with the public and the Construction Official. All inspections and/or re-inspections should take place between the hours of 7:00 a.m. and 5:00 p.m., and are to be performed in a timely manner as prescribed by the Uniform Construction Code and directed by the Construction Official. It is understood that the private enforcing agency shall adhere to and comply with all the duties and responsibilities in N.J.A.C. 5:23-4.14 and all related rules.

#### **Description**

A typewritten response on company letterhead, signed by the owner of the company and attested to by a notary is required for the following specifications. Failure to respond to each of the specifications fully and completely in narrative form will be considered non-responsive and cause for rejection. Hand-written responses to the entire body of these specifications are unacceptable. Hand-written responses will be cause for rejection of the agency's bid.

The bidders shall submit the following information with their bid proposal packet:

- Name of person who will serve as the agency's responsible official and representative if the agency is awarded the contract.
- A complete list of all agency technical, field inspection, and supervisory personnel, grouped by job classification and title. This listing shall include the technical, educational and licensure qualifications of each person named.

- A complete listing of the municipalities served by the agency specifically identifying the sub-codes enforced in each case and the number of permits supervised and the number of inspections performed during an average month, during the preceding year in each municipality named.
- List the name(s) of the sub-code officials and inspectors, list cell numbers for sub code officials and inspectors who will be providing sub-code and inspection services to the Township.
- In what other municipalities is/are the above listed sub code official(s) and Inspector(s) performing sub code/or inspection services.
- What are the anticipated numbers of inspections that will be required of each sub-code official(s) or inspector(s) in any and all other municipalities on annual basis during the time of the contract with the Township?
- To maintain quality of work within the Township of Bloomfield as the bidder provides services in other municipalities, the bidder shall have at least five (5) full time staff members who are licensed to provide elevator subcode services and who will satisfy a background check.
- In addition to inspections of said sub-code official(s) or inspector(s) to any other municipalities, describe any additional duties or requirements of any such municipality.
- Describe in detail how said sub-code official(s) or inspector(s) shall be able to service the Township in conjunction with any other services to other municipalities.
- A Table of Organization correlated by job title to the personnel list specified above.
- The manner in which each class of employee is compensated which shall be one of the following only: full-time hourly or part-time salaried, part-time salaried, full-time hourly or part-time hourly.
- The complete address of each agency office that is open and staffed at least 35 hours per week by salaried or hourly agency employees.
- A narrative description of the arrangements the agency plans to make for the issuance of minor work and single trade permits.
- A narrative description of the arrangements the agency plans to make for discharging plan review obligations. The Township of Bloomfield requires Plan Reviews to be completed in five (5) days of receipt of plans.

- The time in which the agency can or has performed, plan reviews assigned by the Construction Official. The Township of Bloomfield requires a completion time of five (5) days.
- Any guarantees of time in responding to requests for required inspections or plan reviews where the response time is less than the maximum time established in the Regulations. If you cannot guarantee response time less than the maximum, please so state in your proposal. The Township of Bloomfield requires a time of ten (10) hours from time requested.
- The time in which the agency can respond, or has responded to requests for required inspections from the construction industry. The Township of Bloomfield requires a time of one half (1/2) day from date contacted.
- A narrative description of the arrangements the agency plans to make for providing emergency inspection services, including response time. The Township of Bloomfield requires a response time of eight (8) hours from time requested.
- The vendor shall list any outstanding DCA Regulatory Affairs complaints, court judgments, and any pending litigation, and fatalities occurring within the past five (5) years that involved elevators or related equipment.

The following is our list of “Local Procedural Requirements” which shall be considered as part of our Agency’s response to the Township’s bid.

- 1) It is necessary to include a sample checklist your agency uses to perform a complete Elevator Plan Review. We also request a sample of a completed form for an elevator installation.
- 2) The sub-code official must prepare, the form must be U.C.C. F260, the Certificate of Compliance, for signing together in our office with the Construction Official. The form must include the type of certificate, block and lot numbers, Building Registration Numbers, elevator car number and expiration date of certificate and a control number is required for each certificate issued. A sample of your completed form is required.
- 3) Within fifteen (15) days of the inspection, the sub-code official must deliver in person, to our Building Department, all inspection reports U.C.C. F310-1 (rev. 3/96), completed Notices of Violations, and Certificates of Compliance for signing with the Construction Official. A sample of your completed form is required.
- 4) The Sub-code Official will prepare all Notices of Violation, Form U.C.C. F211 for signing together in the Office of the Construction Official. It must include all the necessary information such as Name of Owner or Agent, block and lot numbers, Control Number (for the purposes of identification), the name and

address of the Board of Appeals, and the fee for application to the Board. A sample of your completed form is required.

- 5) A cover letter of transmittal is required, addressed to the Owner or Agent. It must state the address of the device to be inspected, the type of certificate issued, instructions for the abatement of violations and printed with the TOWNSHIP OF BLOOMFIELD'S LOGO. A sample of your completed letter is required.
- 6) As required by N.J.A.C. 5:23-12 inspection cycles shall be maintained. A monthly status report is required, which provides the address of the elevator, the next inspection due date and type of inspection for each building location in our municipality. A sample of your completed form is required.
- 7) As required by the N.J.A.C. 5:23-4.14 (i), private onsite agencies are required to bill for their services rendered at least once every month. The bill must indicate the name and address of the owner or agent, the elevator device address, the lot and block number, total fee collected, the fee payable to the onsite agency and the administrative fee retained by the Township of Bloomfield. A sample of your completed bill is required.
- 8) Our municipality requires a 20% administrative fee. The vendor shall provide a Fee Schedule based on the fee your agency will bill Owner/Agents.
- 9) The designated sub-code official is to meet, in person with the construction official as needed.
- 10) The sub-code official, after all signatures are complete, must separate and prepare all forms for mailing to the Owner/Agent and filing in the municipality and the office of the onsite agency. The sub-code official will enclose each report in an envelope, which will be addressed by the onsite agency. All mailing will be done by the municipality.
- 11) It should be understood that all of the services defined in these specifications, shall be performed at no additional cost to our municipality and we reserve the right to accept/reject the services, which are in the best interest of the Township of Bloomfield.

## **Company History**

The vendor shall submit the following on company letterhead at time of bid:

A) Has the agency or any of its personnel, within the last ten (10) years, been the subject of or named as a defendant in any legal action involving death, dismemberment or trauma as a result of elevator inspection services provided by your agency?

Please indicate: YES or NO

If YES, please provide all information including the names of the plaintiff(s), the address of the accident, the municipality, a brief description of the accident and the injuries sustained in the case or cases. Was the Agency, or its insurance carrier required to make a settlement or pay a fine in the resolution of these cases?

B) Is/are there any legal action(s), currently pending or in the last five (5) years against the agency, or its personnel involving death dismemberment or trauma as a result of elevator inspection services provided by your agency or its personnel?

Please indicate: YES or NO

If YES, please list the address(s) of the accident(s), the name(s) of the deceased, the municipality, and a brief description of the accident(s) and current status of legal action if any.

C) Has the agency or any of Sub-code Officials of the agency been indicated by local law enforcement agencies or by the Department of Community Affairs with respect to improper code enforcement, overcharging of fees for elevator inspection and permit applications in any municipality, with which the agency was in contract?

Please indicate: YES or NO

If YES, please provide all information including copies of any complaints or findings resulting from the investigations.

D) Has the Agency been the subject of investigation by the D.C.A. with respect to False and Misleading Statements?

Please indicate: YES or NO

If YES, was a Notice of Violation and Order to Pay Penalty issued? If so, what was the determination? Was a fine issued? If yes, what was the penalty amount?

Proposals in which questions are not answered, or answers are incomplete, shall be considered to be non-responsive and, as such are cause for rejection of the bidder's proposal, pursuant to New Jersey Law.

**Bidder's Experience and Qualifications Questionnaire**

The answers to this questionnaire shall be completed on company letterhead and submitted as part of the bid. Failure to submit this document or to provide factually any of the requested information shall be grounds for the rejection of the bid proposal.

1. Number of years in business under present name and address. If less than five (5) years, the bidder shall list previous names and addresses.
2. Within the last five (5) years, has the business or any officer/partner failed to complete a contract awarded to them? If yes, provide the details on a separate letter.
3. Have any liens and lawsuits been filed against the company in the past five (5) years? If yes, provide the details on a separate letter.
4. Provide references for five (5) similar work/services performed by the bidder in the past three (3) years. The list shall include user name and the address.
5. The bidder shall list any pending violations and or claims against your Agency. The Township reserves the right to review all claims.

**Award of Contract**

The Township of Bloomfield reserves the right to reject any and all bids or to award to the bidder to be in the best interest of the Township.

**Business Registration Certificate, 2009, C.315**

Prior to award of contract, the vendor shall submit a copy of its Business Registration Certificate issued by the New Jersey Department of Treasury, Division of Revenue.

The bidder has to have obtained the Business Registration Certificate prior to receipt of bids.

**Contract Term**

This contract shall be to December 31, 2023.

**Exceptions**

Bidders shall fully and accurately complete this form. If no exceptions are taken, the word "none" shall be written.

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**TOWNSHIP OF BLOOMFIELD**

**Onsite Elevator Inspections**

**Bid Proposal Form**

For Furnishing Onsite Elevator Inspections as listed below in the Township of Bloomfield, County of Essex, to the Township Council of the Township of Bloomfield, New Jersey.

The undersigned hereby declares that the Advertisement and Specifications for the project, have been carefully examined and the undersigned company shall contract to carry out and complete the project at the bid prices.

**Schedule of Prices**

<b><u>Item</u></b>	<b><u>Description</u></b>	<b><u>Percentage of State Fees</u></b>
1.	Elevator Onsite Inspections	_____ %

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Signature of Authorized Representative Print Name

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Title of Above Representative E-mail

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Company Name and Address

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Company Telephone Number Fax Number

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Federal Tax Identification Number