



Township of East Brunswick
1 Civic Center Drive
East Brunswick, New Jersey 08816-1081

Phone: (732) 390-6850
Fax: (732) 238-8848
www.eastbrunswick.org

TOWNSHIP OF EAST BRUNSWICK

REQUEST FOR QUOTATION

Fireworks Display– July 4th Celebration

QUOTE OPENING DATE: April 13, 2021 @ 11:00 A.M.

**FAIR AND OPEN PROCESS IN ACCORDANCE WITH
N.J.S.A. 19:44A-20.4 et seq.**

**Legal Publication Date: East Brunswick Township
Website: March 19, 2021**

A. PROJECT BACKGROUND:

The Township of East Brunswick (“Township”) wishes to provide an aerial fireworks display in conjunction with the Township’s Independence Day Celebration. The fireworks display shall occur on July 4, 2021 with a rain date of July 5, 2021.

This contract shall include the bidder providing fireworks for the display, qualified personnel to transport, install, discharge, and remove display, provide appropriate safety equipment, provide proof of all required insurances, state, and federal licenses.

Quotes must be received by the Township’s Designated Contact Person, via mail, email or hand delivery, by 11:00 a.m. prevailing time on April 13, 2021. Quotes received after 11:00 a.m. on the Due Date will be returned unopened.

Proposals should include fireworks program details outlining a show cost not to exceed **\$34,000.00**, references and total cost of program. The working budget has been provided to give prospective bidders a level playing field for designing their proposals and to assist in consistency during the review process. The Township of East Brunswick reserves the right to lower the show budget if necessary. The successful vendor shall be awarded a contract for 2021 with the option to extend the contract to 2022 and 2023 based upon mutual agreement between the Township and Vendor.

Designated Contact Person:

Nennette Perry, Municipal Clerk
nperry@eastbrunswick.org
Township of East Brunswick
1 Jean Walling Civic Center Drive
East Brunswick, NJ 08816-1081

It is the bidder’s obligation to examine and familiarize themselves with all the requirements of this Request for Quotation prior to submitting a proposal. Bidder may contact the Director of Recreation, Parks and Community Services at 732-390-6797, weekdays between the hours of 8:30 a.m. and 4:30 p.m., with questions regarding this request and to review/visit the intended shoot site.

B. SCOPE OF WORK:

The Township is issuing this request for quotation via a fair and open process in accordance with N.J.S.A 19:44A-20.4 et seq.

Scope of Service

1. Description of Work. Provide a safe and entertaining fireworks display at the Township’s Independence Day Celebration. The shoot site is intended to be held at Didereksen Park (located within Heavenly Farms Park) at, 440 Dunhams Corner Road, East Brunswick, NJ 08816. A detailed fireworks display proposal shall be included with the bidder submission in addition to the budgeted amount/total price on the proposal page of this RFQ. Specifications for the work to be performed by this Contract will be as follows:
 - a. Shells – shells shall not be larger than 5” in diameter and a variety of colors and not smaller than 3” in diameter. These parameters are specific so the fireworks are seen by the public over an existing tree line at the shoot site.
 - b. Ground Displays – due to the existing tree line at the shoot site, ground displays generally should not be part of any proposal. Any ground displays included in the proposal should be discussed with the Director of Recreation and Parks before submittal.

- c. Show – shall include an Opening, Main Body, and Finale in a **continuous flow** with no breaks in the shooting for a period of time between 20 and 30 minutes. Proposals should include whether the show will be fired electronically or manually.
- d. Transportation and Security of Fireworks
 - i. Shall provide, deliver, and secure fireworks to the designated location of the fireworks shooting zone
 - ii. Shall provide copy of hazardous materials on CDL 30 days in advance of shoot
 - iii. Shall transport fireworks in D.O.T. approved and regulated vehicles
 - iv. All devices shall have their EX numbering, as required by Bureau of Explosives and D.O.T.
 - v. Shall provide certification and biography of shooter to Township's Fire Marshall 30 days in advance of shoot for Fire Marshall's inspection and approval
 - vi. Shall provide resume/CV of all assistants to the shooter to the Fire Marshall 5 days in advance of shoot for Fire Marshall's inspection and approval
 - vii. Shall provide a detailed and itemized inventory of shells shipped for the display to the Fire Marshall
 - viii. Shall inspect and inventory check the delivered shells with the Fire Marshall at a mutually agreed upon time, at least 8 hours prior to the shoot time
 - ix. All fireworks packages shall be clearly labeled as to size, type, quantity, and country of origin
 - x. Shall provide written procedures outlining plans for delivery, set up, discharge, and removal of display
 - xi. Provide all safety equipment and personnel that Township's Fire Marshall deems necessary to shoot safely with 30 days' notice from Fire Marshall
 - xii. Responsible for policing the fireworks display and searching for and disposing of unfired fireworks as required under NFPA 1123, 1995 Edition, Section 4-1.12
 - xiii. Shall provide a Post Display Release Report that all shells have been removed and secured at the end of the show. The bidder is responsible for policing the fireworks display while on site and searching for and disposing of unfired fireworks.

2. Schedule of Event. Bidder is required to perform show on July 4, 2021. Should the Fire Marshall, Director of Recreation, Parks and Community Services or Bidder deem the weather unfit for a safe show on July 4, 2021 the Contractor will perform contracted show on July 5, 2021.

3. Weather Cancellation/Postponement. Township shall make a decision by 12:00pm on July 4, 2021 to show or postpone the display until July 5, 2021 with no penalty. Should the Township decide after 12:00pm to postpone the display from July 4, 2021, a 5% rescheduling fee shall be made to Contractor

4. Force Majeure. Neither party shall be in default or liable for any type of damages under this Agreement for any Force Majeure Event. A Force Majeure Event is any such unforeseen act or event that is beyond the reasonable control of a party that prevents the Township or the bidder from performing and is not the fault of the Township or the bidder (ex. war, government intervention, un-navigable waters or waterways, strikes, inclement weather, fire, explosions, civil disturbance, act of God or the public enemy, military action, terrorist act, unforeseeable or unpreventable lack of materials or equipment, public health emergency, etc.).

If a cancellation of the contract by reason of a Force Majeure Event occurs fourteen (14) days or less prior to the event date, the Township shall pay for all bidder accrued costs at the time of notice, up to a maximum of fifteen percent (15%) of the total contract. The Township shall have the option to terminate the contract or reschedule the event to mutually agreeable date within twelve (12) months of the original contract date. Township shall pay the full contract price upon completion of the rescheduled event in addition to the fifteen (15%) percent cancellation fee specified above.

If the Township provides notice of Force Majeure cancellation fifteen (15) or more days prior to the contracted event date, the Township shall have the right to reschedule or cancel the event, at the Township's sole discretion. If the Township wishes to reschedule the event, the Township shall have the right to do so at no cost within twelve (12) months of the originally contracted event date. If the Township wishes to terminate the contract, the Township shall pay bidder ten (10%) percent of the total contract as a cancellation fee.

5. Time of Event. Fireworks display is to begin at 9:30pm. Bidder must have display set up and inspected by Fire Marshall by 7:30pm. In the event the Bidder is not ready to begin display by 9:30pm a 5% penalty may be assessed for every 5 minutes in delay to the start of the display.
6. Equipment and Supplies. Bidder is responsible for providing, maintaining and transporting all equipment and supplies in connection with display in a safe manner in compliance with all State, Federal, and D.O.T. rules and regulations.
7. Personnel. Bidder shall provide qualified employees to perform work required of display and provide proof of fireworks/explosives certifications and drivers licenses. All Bidder employees shall dress appropriately for a family-friendly event and in safe manner for handling explosives. Smoking, vaping, and consumption of alcohol are not permitted on Township property – Bidder will ensure that all employees will refrain from these activities while on Township property and any violator may be removed from facility and face legal charges deemed appropriate by local law enforcement. Bidder must supply at least one employee who has the ability to communicate effectively with other members of Bidder’s crew and Township officials.
8. Supervision. Township Fire Marshall shall have final decision making responsibility and shall oversee all activities related to display. Fire Marshall shall consult with Bidder, Director of Recreation, Parks and Community Services, and Director of Emergency Services throughout the day of event to maintain and evaluate a safe setting for display.
9. Accident and Hazard Prevention. The bidder shall conform to NFPA 1123, Code for Fireworks Displays, which shall apply to the construction, handling and use of fireworks and equipment intended for outdoor fireworks displays and operations of displays. Bidder shall exercise precaution at all times and adhere to all Federal, State, and Local rules and regulations concerning fireworks/explosives to maintain a safe environment for all employees and celebration guests. Bidder is responsible to pay for any damage to public property that results from fireworks display. Bidder will safely remove all unused or unexploded devices from facility after approval received from Fire Marshall.
10. Payment to Other Parties. The Bidder shall not obligate the Township to make any payments to another party, not make any promises or representations to another party for, or in behalf of, the Township without prior written approval of the Director of Recreation, Parks and Community Services or his authorized representative.
11. Provision of Labor, Tools, and Equipment. The Bidder agrees to furnish and pay all necessary expenses for all labor, tools, and equipment in conjunction with the fireworks display.
12. Termination of Contract. The Township has cause to terminate contract if bidder fails to perform its obligations under the terms of the contract in a timely and proper manner.
13. Proposal Maximum. Proposal may not exceed \$34,000.
14. Payment for Services. Bidder shall submit an invoice and will be paid in the following manner:
 - a. Upon satisfactory performance of services, the bidder shall be paid in full following the complete execution of services required. Invoice must include all fees for explosives and personnel and be net of any and all discounts and penalties assigned or incurred by Township. Invoice must be submitted to Director of Recreation, Parks and Community Services and shall be paid within 30 days of completion of display and accurate submittal of paperwork, whichever is later.
15. Permits. Bidder will contact the Clerk’s office and apply for a Fireworks Permit. Also, a permit must be obtained from Fire District No. 1.

C. QUALIFICATIONS:

1. Bidder shall meet and submit all necessary documents to satisfy all Federal, State, and Local certifications and requirements to perform a fireworks/explosive display in NJ. All requirements of the Central Jersey Joint Insurance Fund shall be adhered to as required.

2. Bidder shall have a minimum of five (5) years of experience in the fireworks/explosives field and provide documentation indicating this experience and any award recipients.
3. Bidder must have a 100% accident-free history in transportation and discharging of fireworks during the past five (5) years and provide documentation indicating this safety record.
4. Bidder must have a 100% performance rating in honoring contracts for shows during the past five (5) years and shall provide documentation indicating the successful completion of all shows during this time period.
5. Bidder shall provide references of past displays within the Northeast region within the past 5 years.

D. FAIR AND OPEN CRITERIA:

STANDARDIZED SUBMISSION REQUIREMENTS & SELECTION CRITERIA

1. The solicitation of qualifications for any contract to be determined in excess of \$17,500, and for which a bid solicitation shall not be required under the Local Public Contracts Law shall be advertised by the Township on the Township website at least ten (10) days prior to the date set for the receipt of said quote. The published notice shall set forth a description of the requested goods or services, the time, date and place that proposals must be submitted, the contact information for obtaining a proposal document, and a statement that the proposals are being solicited through the fair and open process, in accordance with N.J.S.A. 19:44A-20.4 et seq.
2. The Township shall review the responses to the request for quotes and appoint or award a contract to a business entity for the goods or services advertised subsequent to such review. Contracts awarded under this process shall be publicly announced and awarded. The resolution awarding the contract shall state that the contract was awarded after a fair and open process and shall state the number of responses received.
3. Contracts subject to the fair and open process delineated herein are subject to additional Requirements and any other applicable laws including, but not limited to, the Local Public Contracts Law.

E. SELECTION CRITERIA:

Quotations will be evaluated on the basis of the most advantageous, price and other factors considered. The evaluation will consider:

- a. Experience, technical expertise, professional execution and reputation in the field;
- b. Knowledge of the Township of East Brunswick, the shoot location and the subject matter to be addressed under the contract;
- c. Availability to accommodate any required meetings of the Township and the ability to work well with the Township;
- d. Compensation proposal;
- e. Other factors if demonstrated to be in the best interest of the Township of East Brunswick;
- f. Creative vision, display impact, proposal content, appreciation and respect for the program.

F. INSURANCE REQUIREMENTS:

1. Indemnification

The bidder agrees to indemnify and save harmless the Township, its officers, agents and employees, hereinafter referred to as indemnitees, from all suits, including attorney's fees and costs of litigation, actions, loss damage, expense, cost of claims, of any character or on account of any act, claim or amount arising or recovered under Worker's Compensation law, or arising out of failure of the bidder or those acting under bidder to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnities shall, in all instances, except for loss or damage

resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage of any nature whatsoever. An executed hold harmless agreement in favor of the member entity must be signed by the fireworks bidder. A 'Null and Void' clause in favor of the bidder as part of the hold harmless agreement will not be accepted by the Township. Any additional hold harmless/indemnification language in any agreement contradictory to the Township's insurance fund requirements shall be removed.

2. Insurance Requirements:

A. Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in full force during the life of this contract by the bidder covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C.

12:235-1.6. Minimum Employer's Liability \$1,000,000.00.

B. General Liability Insurance

This insurance shall have limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 aggregate for property damage, and shall be maintained in force during the life of the contract.

C. Automobile Liability Insurance

This insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the contractor.

D. Professional Liability/Malpractice Insurance Policy (if applicable)

Coverage in the amount of \$2,000,000.00/occurrence, \$4,000,000.00 aggregate and assurance that each such policy for each staff member remains full and in effect while providing services for Township.

The contractor shall provide the Township with a Certificate of Insurance naming the Township of East Brunswick as additionally insured, evidencing the existence of required insurance prior to the commission of work. Rain Date shall also be shown on the description section of the Certificate of Insurance. Said insurance must include coverage for complete operations, contractual insurance and independent contractor or subcontractor insurance, where and if applicable.

E. Errors and Omissions Insurance

- a. The contractor shall purchase and maintain during the entire period of this contract, errors and omissions insurance that shall protect the contractor and the Township from any and all claims that may arise out of or result from the contractor's performance of this contract. Specifically, the errors and omissions insurance shall have limits of not less than \$2,000,000.00 dollars per occurrence and \$4,000,000.00 dollars in the aggregate.
- b. Certificates of the Required Insurance

Certificates as listed above shall be submitted along with the contract as evidence covering Errors and Omissions insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey.

The contractor shall provide the Township with a Certificate of Insurance naming the Township, its employees, officers, and agents as additionally insured, and evidencing the existence of required insurance prior to the commission of work.

The Township will not accept Mutual Limitation of Liability terms.

F. OTHER REQUIREMENTS:

1. Proof of N.J. Business Registration Certificate N.J.S.A. 52:32-44

Pursuant to N.J.S.A. 52:32-44, the Township is prohibited from entering into a contract with an entity unless the bidder/respondent/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time of contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the

Department of Treasury, 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 in the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses. Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

2. Form W-9

Successful contractor shall complete W-9 Form and submit to the Municipal Clerk prior to contract award. The form is available at the following link: www.irs.gov/pub/irs-pdf/fw9.pdf

3. Certification Of Political Contributions - Pay to Play – Notice of Disclosure Requirement

Township Ordinance No. 06-13 Establishing Restrictions on the Award of Contracts to Professional Entities and Certain Other Entities Who Make Certain Political Contributions, and pursuant to Section 3 (a) thereof, requires that Respondents confirm that they have not made any contributions in violation of Section 1 of Ordinance No. 06-13.

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A.

19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year.

Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

H. PAYMENTS

The Contractor shall invoice the Department Recreation, Parks and Community Services of the Township and payment will be processed in a timely manner upon receipt of accurate and complete paperwork.

I. QUESTIONS

Any person who has questions or who needs additional information should contact Nennette Perry, Municipal Clerk, at (732) 390-6850.

**EXHIBIT A - MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE PER
N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq.
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 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, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 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, 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.

Continued

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27-1.1 et seq.**

Fireworks Display– July 4th 2021 Celebration

QUOTATION FORM

Township of East Brunswick
1 Jean Walling Civic Center
Middlesex County, New Jersey 08816

Attn: Municipal Clerk
QUOTATION OF: Fireworks Display – July 4th 2021 Celebration
ADDRESS:

FOR: Fireworks Display– July 4th 2021 Celebration

We, the Undersigned Service Provider, acting through our authorized officers and intending to be legally bound, agree that this Quotation proposal shall constitute an offer by the Undersigned to enter into a Contract and with the Township of East Brunswick to furnish the necessary goods, services, material and/or equipment called for in the Quotation. This Quotation shall be irrevocable for sixty (60) calendar days from the date of receipt hereof.

We further declare that we have carefully examined the Instructions of the Quotation, Specifications, and Quotation Documents herein referred to and propose to furnish, deliver, install and/or provide all necessary services specified and in the manner and time prescribed.

Total Price \$ _____

Name of Provider: _____

Address: _____

Phone Number: _____ E-Mail: _____

**If a corporation, give the State of Incorporation, using the phrase: "A corporation organized under the laws of _____."

If a partnership, give names of the partners, using also the phrase: "Co-partners trading and doing business under the firm name and style of _____."

If an individual using a trade name, give individual name, also using the phrase:

"An individual doing business under the firm name and style of _____."

By: _____

(Signature of Individual, Partner or Officer of Provider)

Title

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

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

Name of Organization: _____

Organization Address: _____

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

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

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

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

- Partnership Limited Partnership Limited Liability Partnership (LLP)

- Other (be specific): _____

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

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

| Name of Individual or Business Entity | Home Address (for Individuals) or Business Address |
|---------------------------------------|--|
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Part III - DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

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

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

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

| Stockholder/Partner/Member and Corresponding Entity Listed in Part II | Home Address (for Individuals) or Business Address |
|---|--|
| | |
| | |
| | |

Part IV - Certification

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

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

NON-COLLUSION AFFIDAVIT

I, _____ of the City of _____,

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 am _____ of the firm of _____, the Proposer herein, and I executed the Proposal with full authority to do so; that the Proposer has not directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive proposing in connection with the above-named Vendor, and that all statements contained in the Proposal and in this affidavit are true and correct, and made with full knowledge that the Township of East Brunswick relies upon the truth of the statements contained in the Proposal and the statement in this affidavit in awarding the contract.

I further warrant that no person or selling agency has been employed or retained to solicit or secure a 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 Vendor)

Signature

Print or Type Name and Title

Exhibit F

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

The RESPONDENT and the TOWNSHIP OF EAST BRUNSWICK (herein referred to as the TOWNSHIP) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 *et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulation 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 RESPONDENT agrees that the performance shall be in strict compliance with the Act. In the event the RESPONDENT, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the RESPONDENT shall defend the TOWNSHIP in any action or administrative proceeding commenced pursuant to this Act. The RESPONDENT 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 the alleged violation. The RESPONDENT 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 TOWNSHIP'S grievance procedure, the RESPONDENT agrees to abide by any decision of the TOWNSHIP, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding result 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 its grievance procedure the RESPONDENT shall satisfy an discharge the same at its own expense.

The TOWNSHIP shall, as soon as practicable after a claim has been made against it, give written notice thereof to the RESPONDENT 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 RESPONDENT every demand, complaint, 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 RESPONDENT pursuant to this contract will not relieve the RESPONDENT 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 RESPONDENT, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the RESPONDENT expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the RESPONDENT'S obligations assumed in this Agreement, nor shall they be construed to relieve the RESPONDENT 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.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I - Vendor Information

| | | | |
|--------------|--|--------|--|
| Vendor Name: | | | |
| Address: | | | |
| City: | | State: | |
| | | Zip: | |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

 Signature Printed Name Title

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

| Contributor Name | Recipient Name | Date | Dollar Amount |
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Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name: Middlesex

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

Mayor Brad Cohen

Council:

Sharon Sullivan

James Wendell

Dinesh Behal

Kevin McEvoy

Michael Spadafino