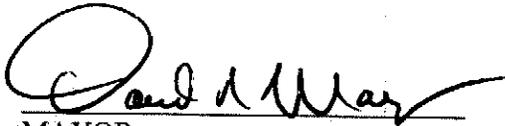


SPECIFICATIONS FOR  
2017 MAINTENANCE & REPAIR OF TRAFFIC SIGNALS  
AND LIGHT SPECIAL SPECIFICATIONS  
FOR THE TOWNSHIP OF GLOUCESTER  
COUNTY OF CAMDEN

  
MAYOR

  
DEPARTMENT HEAD

  
BUSINESS ADMINISTRATOR

  
SOLICITOR

BID OPENING DATE: MAY 24, 2017 @ 10:00 A.M.

SPECIFICATIONS # P.W.: 17-05

TOWNSHIP OF GLOUCESTER, CAMDEN COUNTY

NOTICE TO BIDDERS

NOTICE is hereby given that sealed proposals for the:

**2017 MAINTENANCE & REPAIR OF TRAFFIC SIGNALS  
AND LIGHT SPECIAL SPECIFICATIONS**

BID SPECIFICATION NUMBER: PW: 17-05

will be received no later than 10:00 a.m. prevailing time on May 24, 2017, at the Municipal Building, 1261 Chews-Clementon Road, Chews Landing, New Jersey

PROPOSALS must be addressed to the Township Council and will be opened and read publicly at the above time and date, and should be in a sealed envelope marked:

**2017 MAINTENANCE & REPAIR OF TRAFFIC SIGNALS  
AND LIGHT SPECIAL SPECIFICATIONS**

**DO NOT OPEN UNTIL: MAY 24, 2017 @ 10:00 AM**

PROPOSAL forms, instructions to bidders, specifications and other bidding documents may be examined or obtained at the office of the Township Clerk, 1261 Chews Landing Road, Laurel Springs, New Jersey, during normal business hours.

The Township Council reserves the right to reject any or all proposals in whole or in part, and to waive such informalities as may be permitted by law.

BIDDERS are required to comply with the requirements of P.L. 1975, Chapter 127, and P.L. 1977, Chapter 33.

Information on Affirmative Action Program requirements is available at the office of the Township Clerk, Municipal Complex, Chews-Clementon Road, Laurel Springs, New Jersey.

Rosemary DiJosie

## INSTRUCTIONS TO BIDDERS

NO DEPOSIT OR FEE IS REQUIRED FOR SPECIFICATIONS

### QUALIFICATIONS OF BIDDERS

All bidders must be prepared to present suitable evidence of their financial standing and to furnish a list of similar work recently completed.

No verbal instructions or information to bidders will be binding. The specifications will be considered as clear and complete unless written attention is called to any discrepancies or incompleteness before the opening of bids. Should any written inquiries be received by the Business Administrator, these inquiries will be answered in the form of bulletins and issued to all bidders. These bulletins shall be considered a part of these specifications.

Bids will be considered as conclusive evidence of complete examination of specifications and samples. It is understood that parties making bids accept all terms and conditions expressed and contained in the specifications attached to the proposal submitted.

A proposal Form/Signature Page is provided in these specifications. This form must be used in submitting a proposal and all pages of the form must be completely filled out and signed by the bidder.

### PRESENTATION OF BIDS

Each bid must be enclosed in a sealed envelope and clearly marked on the side: "BID PROPOSAL \_\_\_\_\_" (see advertisement, page 1), and delivered to the Office of the Township Clerk, 1261 Chews Landing Rd., Laurel Springs, New Jersey 08021.

### WITHDRAWALS

No proposal may be withdrawn later than 4:30 p.m. prevailing time on the day of the opening of the bids. No modifications or explanations of any bid will be allowed after the same is sealed and delivered to the Township Clerk. The proposals will be opened and read publicly by the Township Council.

The Township Council reserves the right to reject any or all bids or parts thereof as deemed to be in the best interest of the Township and to waive any immaterial informalities as may be permitted by law.

### FORM OF CONTRACT

The successful bidder will be required to execute a written contract with the Township Council within ten (10) days after notice of the acceptance of their proposal.

WE ARE REQUIRING A BID BOND  
AND WAIVING THE SURETY BOND

### BID BOND

Each bid shall be accompanied by a certified check, cashier's check or bid bond duly executed by the bidder as the principal and having as surety thereon a surety company approved by the Township of Gloucester in the amount not less than ten percent (10%), but in no case in excess of \$20,000.00 or the amount of bid. Any such bid bond shall be without endorsement or conditions. Bid shall be accompanied with a certificate letter from a surety company stating that it will provide the bidder with the completion bond.

### SURETY BOND

The successful bidder will be required to furnish a surety bond in the amount of one hundred percent (100%) of the contract price, the condition of which shall be in full and complete execution and performance of each and all of the terms contained in the contract, proposal, specifications and instructions to bidders. The bond shall meet all requirements of the Township Council.

NOTE: Surety bond is automatically required when the contract price exceeds nine hundred ninety nine dollars and ninety nine cents, (\$999.99); when the contract price is under \$999.99, surety bond may be required by the Township Council if they deem it necessary and in the best interest of the Township.

Entire cost of bond(s) shall be paid for by the individuals, firms, or corporations with whom the contract(s) are entered into for the execution of any other purchases, or the furnishing or hiring of any materials or supplies.

CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequent, all bidders shall, with their bid, a certificate in substantially the following form:

TO: \_\_\_\_\_  
(Owner)

RE: \_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Project Description)

This is to certify that the

\_\_\_\_\_  
(Surety Company)

will provide to \_\_\_\_\_ a performance bond

in the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Authorized Agent of Surety Company)

Date: \_\_\_\_\_

**CERTIFICATE OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.**

## SPECIFICATIONS

These specifications are intended to cover the furnishing of all materials and the performance of all work that may be required or necessary for the complete compliance of the contract and the contractor will be required to do all things. Where plans, drawings or schematics accompany certain sections of the specifications, these shall be considered as a part of these specifications.

## INTERPRETATION OF SPECIFICATIONS

Should the contractor discover discrepancies in the specifications, the matter shall be immediately brought to the attention of the Director of Public Works and the discrepancies corrected by written agreement before proceeding further.

All explanation, interpretations and instructions required under these specifications will be given by the Township upon written request from bidders.

Equipment to be furnished (if applicable) shall be new, first-class, or as specifications stipulated in the detailed specifications and shall meet with the approval of the Township Council or their designated representative.

All equipment if applicable shall conform to the requirements of these specifications and any equipment rejected by the Council as not complying with these specifications shall be immediately removed and replaced with acceptable equipment.

## EXTRA WORK

No extras or additional work will be allowed or paid for unless such extras or additional work is ordered in writing by the Township and the price fixed and agreed before such work is performed.

## ADDITIONS OR DEDUCTIONS

The Council of the Township of Gloucester shall have the right, without invalidating the contract to make additions to or deductions from the work covered by these specifications and in case such deductions in cost shall be made between the Council and the Contractor, but must be agreed to in writing.

## PROTECTION BY CONTRACTOR

The Contractor agrees to indemnify and save harmless the Township and their representatives from all suits or actions of every nature and description brought against them or either of them or on account of the use of patented or copyrighted material, appliances, products, or processes, with legal protection. The Contractor shall not transfer or sublet any portion of the works covered by these specifications without written consent of the Township.

GENERSAL CLAUSE

**2016 MAINTENANCE & REPAIR OF TRAFFIC SIGNALS  
AND LIGHT SPECIAL SPECIFICATIONS**

**SECTION I**

GENERAL:

The purpose and intent of these Specifications and Contract is for a Traffic Signal Maintenance Contract Awardee, hereafter referred to as the "Maintenance Contractor", to perform:

**(1) Normal Annual Preventative Maintenance,**

along with;

**(2) Emergency Repairs**

The traffic signal installations and flashing lights locations are shown on the Township of Gloucester Traffic Signal List, or revisions thereof. The Township of Gloucester reserves the right **to add or deduct from** the Township of Gloucester Traffic Signal List any number of signals or beacons, from the contract without altering the unit price bid per intersections/beacon, or lump sum bid as shown on the bid sheets, for annual preventative maintenance and/or emergency signal/beacon repairs, by notification in writing. There is no guaranteed number of hours of emergency work to be performed.

This contract will be awarded for **a base period of ONE (1) YEAR, with the option to extend for TWO (2) ADDITIONAL YEARS, IN ONE (1) YEAR INCREMENTS.** It is the intention of the Township of Gloucester to have the "Maintenance Contractor" perform limited annual preventive maintenance on a minimum of forty two (42) interceptions and six (6) flashing lights during the initial segment of the contract.

The Township of Gloucester reserves the right to enter into additional contracts for repair, replacement, modifications, etc. of any traffic signal or flashing light components (detection, signals, poles, signs, etc.); or **to perform any of the services and or maintenance operations with its own forces.**

The Township of Gloucester reserves the right to inspect the equipment, installation and operation of any signal system or flashing light at anytime and/or modify timings whenever deem necessary.

PROPOSAL FORMS

As noted under "Instructions to Bidders", attached to these specifications is a "Proposal Form/Signature Form" which must be completely filled out and signed by each bidder. As these Instructions to Bidders, Specifications, Form of Proposal, Signature Page, General and Special Clauses, etc. all refer to each other and together constitute a whole legal binding agreement and must be returned together as when delivered to bidder.

**NO BID WILL BE ACCEPTED UNLESS SUBMITTED ON THESE FORMS  
FURNISHED HEREIN.**

All bids must be sealed, marked and delivered in accordance with the Instructions in paragraph 5, and 6. Bids will be opened and read publicly by the Public Works Director at the time and day specified in the Advertisement for Bids. Reading of the bids will take place at the Municipal Hall, 1261 Chews Landing-Clementon Road, Laurel Springs, New Jersey 08021.

**DELIVERY**

In general, deliveries shall be in such time and place as much be fixed by Council and shall not be made except upon definite instructions. See "Specifications" for delivery required under these present specifications.

**DISPOSAL OF MATERIALS, SUPPLIED, ETC., NOT APPROVED**

Bidders shall understand that when materials, supplies, etc. have been delivered to the job which do not comply with the specifications and have not been approved, shall be immediately removed upon notification to the contractor and replaced with material, supply, etc., in full accordance with the specifications.

**PAYMENTS**

Payment shall be made to the contractor within sixty (60) days of receipt of invoice, after inspection and acceptance of the material and/or work and approval of the invoice by the Township Council unless otherwise stipulated by the Township in form of a contract.

**NUMBER OF WORKING DAYS**

The contract shall contain the date which the work shall be completed or shall specify the number of working days to be allowed for its completion and/or delivery of materials, equipment and supplies.

**EXEMPTION FROM FEDERAL EXCISE AND NEW JERSEY SALES TAX**

The Township of Gloucester is exempt from Federal Excise Taxes and the New Jersey Sales Tax. Net prices as shown in the proposal shall exclude said Federal and State Tax amounts.

NOTE: This provision shall not apply to construction, repair and/or maintenance contracts where bidder purchases supplies, materials, and/or equipment and includes costs thereof in computation of his bid or proposal.

### NEW JERSEY PREVAILING WAGE ACT

All work on this Project shall comply with the requirements under the 1963 Revised Statutes of New Jersey Chapter 150, "Prevailing Rate of Wages on Public Contracts".

Current applicable Wage Rate Determination of the State of New Jersey Department of Labor shall become part of the contract.

### QUALITY, DELIVERY, AND APPROPRIATION

Unless otherwise specified on the Form of Proposal or in the Special Instructions for an individual class of commodity, the quantities listed on the Form of Proposal are estimate only, and the Township does not guarantee to purchase any definite quantities. The amount purchased however, shall be all of the Township requirements during the term of the contract, whether they be more or less than the estimate given. Also, the quantities purchased by the Township are limited to the amount of monies budgeted and appropriated for the same under New Jersey Statutes. In the case of all awards made on the basis or price at F.O.B. delivered to the Township, the supplier shall be required to make deliveries to the locations and in the quantities designated by the township.

### DOMESTIC PRODUCTS

Only manufactured products of the United States, wherever available, shall be used in connection with this undertaking, pursuant to 40A:11-18 of the Revised Statutes of the State of New Jersey.

PUBLIC DISCLOSURE

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, County, Municipal, or School District contract 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 Partnership who own ten percent (10%) or more of its stock or any class, or of all individual partners in the Partnership who owns a ten percent (10%) or greater interest therein.

FAILURE TO SUPPLY THIS INFORMATION WITH FORM OF PROPOSAL WILL BE CAUSED TO REJECT THE BID

NAME

ADDRESS

_____	_____
_____	_____
_____	_____
_____	_____

No Individual Stockholder or Partner owns ten percent (10%) or more of this Corporation or Partnership.

Use reverse side of sheet for additional Stockholders.

\_\_\_\_\_  
Company's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(REVISED 4/10)

Attachment III

EXHIBIT A

MANDATORY EUQL 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, 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 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 indent 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, advertising the labor union of the contractor's commitment 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 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 principals 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 decision of the State of New Jersey, and applicable Federal law and applicable Federal court decision.

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 purpose 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.**

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 three following documents:

1. **Letter of Federal Affirmative Action Plan Approval**
2. **Certificate of Employee Information Report**
3. **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/treasury/contract compliance](http://www.state.nj/treasury/contract_compliance))**

**Company:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

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

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

CONSTRUCTION CONTRACT

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

1. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, marital status, or sex. 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 or sex. Such actions shall include, but not limited to the following: employment, upgrading, demotions, 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 Equal Employment Opportunity Officer setting forth provisions of this non-discrimination clause.
2. 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 or sex.
3. 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 Public Agency Equal Employment Opportunity Officer advising the labor union or worker's representative of the contractor's commitment under this act and shall post copies of this notice in a conspicuous place available to employees and applicants for employment.
4. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L.1975, C127, as amended and supplemented from time-to-time.
5. When hiring workers in each construction trade, the contractor or subcontractor agrees to attempt in good faith to employ minority workers in each construction trade consistent with applicable employment go prescribe Section 7.3 of said Regulations; provided however, that the Affirmative Action Office may, in its discretion, exempt a contractor or subcontractor from compliance with the good-faith procedures prescribed by the following Provisions 1, 2, and 3 as long as the Affirmative Action Office is satisfied that the contractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Affirmative Action Office, that is percentage of active "card-carrying" members are who are minority workers is equal to or greater than the applicable employment goal prescribed by section 7.3 of the Regulations promulgated by the treasure pursuant to pee. L. 1975, letter c. 1 to 7, as amended and

supplemented from time-to-time. The contractor or subcontractor agrees that a good-faith effort shall include compliance with the following procedures:

- A. If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall within three (3) days of the contractor award, seek assurance from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as it is supplemented and amended from time-to-time. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five (5) days prior to the commencement of the construction work, the contractor or subcontractor agrees directly to attempt to hire minority workers consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union provided said assurance indicates a significant possibility that the trade union will not refer sufficient minority workers consistent with the applicable employment goal by complying with the following hiring procedures prescribed under (2); and the contractor or subcontractor further agrees immediately to take said action if it determines or is so notified by the Affirmative Action Office that the union is not referring minority workers consistent with the applicable employment goal.
- B. If the hiring of a work force consistent with the employment goal has not or cannot be achieved by each construction trade by adhering to the procedures of the preceding provision (1), or if the contractor or subcontractor does not have a referral agreement or arrangement with the union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goal:
1. to notify the public agency compliance officer, affirmative action office and at least one minority referral organization of its Manpower needs and requests the referral of minority workers;
  2. to notify any minority workers who have been listed with it as awaiting available vacancies;
  3. prior to commencement of work, to request the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer a workers to fill job openings;
  4. to leave standing request for additional referral of minority workers with the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State training and employment service and the other approved referral sources until such time as the work force is consistent with the employment goal;
  5. if it is necessary to lay off some of the workers in a given trade on the

construction site, to a short consistency with the applicable state and federal statutes and Court decisions, that sufficient minority employees remain on the site consistent with the employment goal, and to employ any minority workers laid off by the contractor or any other construction site in the area on which its work force composition is not consistent with any employment goal establish pursuant to the Regulations implementing P.L.1975, C127;

6. to adhere to the following procedure when minority workers apply or are referred to the contractor or subcontractor:
  - i. if said individuals have never previously received any document or certification signifying a level of qualification lower than that required, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's work force in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualifications standards; provided however, that a contractor or subcontractor shall determine that the individual at least possesses the skills and experience recognized by any workers skills and experience classification determination which may have been made by a Public Agency Compliance Officer, union, apprentice program or a referral agency, provided the referral agency is acceptable to the Affirmative Action Office and provided further, that if necessary, the contractor shall hire minority workers who qualify as trainees pursuant to subsection 2 (k) of these regulations. All of the requirements of this paragraph, however, are limited by the provisions of paragraph (c) below.
  - ii. if the contractor's or subcontractor's work force is consistent with the applicable employment goal, the name of said minority group individual shall be maintained on a waiting list for first consideration in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.
  - iii. if for any reason said contractor or subcontractor determines said minority group individual is not qualified or if said individual qualifies as an advanced training or apprentice, said contractor or subcontractor shall inform said individual in writing with the reasons for the determination and maintain copy in its files, and send a copy to the Public Agency Compliance Officer and to the Affirmative Action Office.
7. To keep a complete and accurate record of all requests made for the referral of works in any trade covered by the contract, and said records shall be kept on forms made available by the Affirmative Action Office and shall be submitted promptly to that office upon request.

C. The contractor or subcontractor agrees that nothing contained in the preceding provisions

(3) shall preclude the contractor or subcontractor from complying with hiring hall or apprenticeship provisions in any applicable collective bargaining agreement or hiring hall agreement, and where required by customer or agreement, it shall send Journeymen and trainees to the union for referral, or to the apprentice program for admission, pursuant to such agreement or arrangements; provided, however, that where the practices of a union apprenticeship program will result in the exclusion of minority persons or the failure to refer minority group persons consistent with the county employment goal, the contractor or subcontractor shall not be required to employ minority advanced trainees and trained and numbers which results in employment of advanced trainees as percentage of the total work force for construction, trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for construction said construction trade. Also the contractor or subcontractor agree that, in implementing the procedures of the preceding provision (b), it shall, where practicable, employ minority workers residing within the geographical jurisdiction of the residing unions.

- D. The contractor agrees to complete monthly project Manning Reports on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit a copy of said form no later than three (3) days after signing a construction contract and said form once a month thereafter for the duration of this contract to the Affirmative Action Office and to the Public Agency Compliance Officer. The contractor agrees to cooperate with the Public Agency in the payment of budgeted funds, as if necessary, for on-the-job and off-the-job programs for outreach and training of minority trainees employed on the construction projects.

Provisions 4 and 5 not required for contractors or subcontractors with four or fewer employees or contractor who has presented evidence of a federally approved or sanctioned affirmative action program.

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 \_\_\_\_\_

The bidder making this Proposal for the bid entitled \_\_\_\_\_, and that I  
(Title of Bid Proposal)

executed the said 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 \_\_\_\_\_ relies upon the truth of the statements  
(Name of contracting unit)

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 \_\_\_\_\_.

Subscribed and sworn

Before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2

\_\_\_\_\_  
(Type or Print Name)

Notary public of \_\_\_\_\_

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

My Commission expires \_\_\_\_\_

(Seal)

CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT

I, \_\_\_\_\_ of the (City, Town, Township, Borough, etc.)  
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:

1. I am a(n) owner, partner, shareholder or officer of the company set forth below and am duly authorized to execute this affidavit on its behalf.

(Check Appropriate Statements(s))

\_\_\_\_\_ I own lease or control all the necessary equipment required by plans, specifications, and advertisements under which bids are asked for.

\_\_\_\_\_ I do not own, lease or control all the necessary equipment required by plans, specifications, and advertising under which bids are asked for.

If the bidder is not the actual owner or lessee of all the necessary equipment provide the source from which the equipment will be obtained (Attach additional sheets if necessary.)

\_\_\_\_\_  
\_\_\_\_\_

Attach certification from the owner or person in control of the equipment definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary.)

Subscribed and sworn

Before me this \_\_\_\_\_ day

of \_\_\_\_\_, 2 \_\_\_\_\_

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

My Commission Expires:

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Seal)

## PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 required that each contractor submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at [www.nj.gov/dca/lgs/lpcl/busregis/bus](http://www.nj.gov/dca/lgs/lpcl/busregis/bus) or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

1. The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
2. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none 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.

NEW JERSEY "BUSINESS REGISTRATION CERTIFICATE" FORM

P.L. 2004 Ch. 57 requires that Business Organizations, be registered with the New Jersey Department of Treasury, Division of Revenue. The definition in the law is as follows:

"Contractor" means a business organization that seeks to enter or has entered into a contract with a contracting agency, to provide goods, services, or a construction project, the cost of which exceeds 15% of the contracting unit's bid threshold.

Please indicate below, for the bidder and all subcontractors listed on the "Subcontractor Declaration" herein, as to their registration with the NJ Department of Treasury, Division of Revenue in accordance with P.L. 2004, Ch57.

Proof of registration is required for all contractors and named subcontractors. Proof of registration means a copy of the organization's Business Registration Certificate". No other form can be substituted to fulfill this requirement.

Copies of the Business Registration Certificate shall be submitted and attached to this form.

<u>Name</u>	<u>Not Registered</u>	<u>Registration Number</u>
Bidder _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____

Subscribed and Sworn  
before me this \_\_\_\_ day  
of \_\_\_\_\_ 20 \_\_\_\_.

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
(Type or Print Name)

(Seal)

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: \_\_\_\_\_

Bidder/Offorer: \_\_\_\_\_

**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 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 Division'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 Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

**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 because 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.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name _____	Relationship to Bidder/Offorer _____
Description of Activities _____	
_____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offorer Contact Name _____	Contact Phone Number _____

**ADD AN ADDITIONAL ACTIVITIES ENTRY**

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 State of New Jersey 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 State to notify the State 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 State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Traffic Signals & Flashing Lights**

### Traffic Signals

1. Somerdale Rd. (CR 677) & Chews Landing Rd. (CR 683)
2. Somerdale Rd. (CR 677) & Roberts Drive
3. Chews Landing Rd. (CR 683) & Hider Lane
4. Chews Landing Rd. (CR 683) & Lincoln Dr.
5. Blackwood-Clementon Rd. (CR 534) & College Dr. (CR 673)
6. Blackwood-Clementon Road (CR 534) & Kelly Driver Lane
7. Blackwood-Clementon Road (CR 534) & Millbridge Road
8. Blackwood-Clementon Road (CR 534) & Cherrywood Dr
9. Blackwood-Clementon Road (CR 534) & Emerson Drive/Commerce Square
10. Blackwood-Clementon Road (CR 534) & Little Gloucester Road (CR 759)
11. Blackwood-Clementon Road (CR 534) & Peters Lane
12. Blackwood-Clementon Road (CR 534) & Erial Road (CR 706)
13. Little Gloucester Road (CR 759) & Erial Road (CR 706)
14. Little Gloucester Road (CR 759) & Hider Lane
15. Little Gloucester Road (CR 759) & Chews Landing Road (CR 681)
16. Little Gloucester Road (CR 759) & College Drive (CR 673)
17. Almonesson Road (CR 706) & Good Intent-Lower Landing Road (CR 681)
18. Erial-New Brooklyn Road (CR 706) & Davistown Road
19. Erial-New Brooklyn Road (CR 706) & College Drive (CR 673)
20. Erial-New Brooklyn Road (CR 706) & Hickstown Road (CR 688)
21. Erial-New Brooklyn Road (CR 706) & Garwood Road

22. Erial-New Brooklyn Road (CR 706) & Jarvis Road (CR 687)
23. Erial-New Brooklyn Road (CR 706) & Hickstown Road (CR 687)
24. Erial-New Brooklyn Road (CR 706) & Jarvis Road (CR 687)
25. Erial-Williamstown Road (CR 703) & Berlin Cross Keys Road (CR 689)
26. Hickstown road (CR 688) & Kearsley Road
27. Hickstown road (CR 688) & Peter Cheeseman Road (CR 759)
28. Garwood Road & Peter Cheeseman Road (CR 759)
29. Sicklerville Road (CR 705) & Garwood Road
30. Sicklerville Road (CR 705) & Jarvis Road (CR 687)
31. Sicklerville Road (CR 705) & Mullen Drive
32. Berlin Cross Keys Road (CR 689) & Sicklerville Road (CR 705)
33. Berlin Cross Keys Road (CR 689) & Johnson Road
34. Berlin Cross Keys Road (CR 689) & Atlantic City Expressway
35. Coles Road and Peters Lane
36. Erial-Williamstown Rd. (CR 703) & Independence Dr.
37. Cross Keys Road (CR 689) & Independence Dr.
38. Cross Keys Road (CR 689) & Shops at Cross Keys
39. Sicklerville Road (CR 705) & Hickstown Road (CR 688)
40. College Drive & Cooper Road
41. Cross Keys Road & Redbud Dr.
42. Premium Outlets Drive & Robert E. Kelly Boulevard

### Flashing Lights

1. Station Ave. (CR 682) near Glendora School (School Advance Light)
2. Erial-Blenheim Rd. (CR 706) near Blackwood Elementary School (School Advance Lights)
3. Kearsley Rd. near Hazeltop Drive (Intersection Warning Light)
4. Landing Rd. near Lower Landing Rd. (CR 681)
5. Jarvis Rd. near Timber Creek High School
6. Almonesson Rd. (CR 706) near West Blenheim Ave.

### CONTROLLER MAINTENANCE

All controllers to have a complete shop test once a year; including cleaning, check of all electronic parts and timing. Temporary controller to be furnished while Township owned controllers are in the shop. Test all transfer switches to ensure proper operation. Check all detectors and adjust once a year.

Test all battery back-up and UPS systems to ensure proper operation.

Furnish emergency service as required on controllers and detectors. Also, back-up for Municipal emergency maintenance staff for lamping signals, and redirection of traffic signal when requested by Police Department or Public Works Department.

All service calls, other than normal maintenance will be made within three (3) hours. Intersection to be fully operational within 24 hours from time of report.

Check all thermostats and fans once a year.

Inventory: Vendor is to have a complete inventory of all parts and materials readily available to comply with item above, which calls for service within three hours and for the intersection to be fully operational within 24 hours from time of report.

Inspection: The Township reserves the right to inspect the vendor's place of business to insure the vendor is capable of complying with

PROPOSAL PAGE

Item #1

Traffic Signals & Controllers:

Price per intersection (Traffic Signals).....\$ \_\_\_\_\_

Price per intersection (Flashing Lights).....\$ \_\_\_\_\_

Price for all forty two (42) intersections (Traffic Signals).....\$ \_\_\_\_\_

Price for all six (6) Flashing Signals.....\$ \_\_\_\_\_

Price for any new or additional intersections, pro-rated on a monthly basis upon thirty (30) day notice to bidder.

(Traffic Signal Only).....\$ \_\_\_\_\_

Item #2

Emergency Service

Charge for installation of Temporary Controller.....\$ \_\_\_\_\_  
(Per Day)

Straight time labor charge for Emergency Service.....\$ \_\_\_\_\_  
(Per Hour)

Overtime labor charge for Emergency Service @ 1&1/2 Times...\$ \_\_\_\_\_  
(Per Hour)

Overtime labor charge for Emergency Service @ 2 Times.....\$ \_\_\_\_\_  
(Per Hour)

**RATES TO INCLUDE SERVICE AND/OR BUCKET TRUCKS**