SPECIFICATION

FOR THE

THREE YEAR

RADIO MAINTENANCE CONTRACT

FOR THE

TOWNSHIP OF GLOUCESTER

_____

SOLICITOR

_____

DEPARTMENT HEAD

_____

BUSINESS ADMINISTRATOR

_____

MAYOR

BID OPENING DATE: June 6, 2018 10:00am

SPECIFICATION: 2018 PD #1

SPECIFICATION DATE:

APPROVAL SIGNATURE PAGE

SPECIFICATIONS

FOR THE

PURCHASE OF

REPAIR AND MAINTENANCE CONTRACT

INDEX

Cover Page
Notice to Bidders
Bid Proposal Form/Signature Page
Instructions to Bidders
Bid Bond/Surety Bond/Waiver/Consent
Specifications
Affirmative Action
Non-Collusion/Proof of Registration/Form
Construction Contract/Performance Contract/Contract Form
Public Works Contractor Registration Act/Form
Americans with Disabilities Act

TOWNSHIP OF GLOUCESTER

COUNTY OF CAMDEN, NEW JERSEY

NOTICE TO BIDDERS

NOTICE is hereby given that sealed proposals for a 3 year contract to repair and maintain the Police Departments communications and electronics system

BID SPECIFICATION NUMBER 2018 PD #1

will be received not later than prevailing time
at the Municipal Building, 1261 Chews Landing Road, Laurel Springs, New Jersey 08021

PROPOSALS must be addressed to the Township Clerk, P.O. Box 8, Blackwood, New Jersey 08012 and will be opened and read publicly at the time and date, and should be in sealed envelopes marked:

Three Year Maintenance Contract

DO NOT OPEN UNTIL: June 6, 2018 at 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 during normal office hours at the above address.

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 requirement 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.

BID PROPOSAL FORM

_____
(Contract Title and Bid Number, if applicable)

_____
(Description of goods/services being bid)

The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

_____
Amount in words

$_____
Amount in numbers

_____ _____
Company Name Federal I.D. # or Social Security #

_____
Address

_____ _____
Signature of Authorized Agent Name Type or Print

_____
Title

_____
Telephone Number

_____
Date

PROPOSAL FORM/SIGNATURE PAGES

To: Township Council

Date:_____

Gloucester Township
1261 Chews Landing Road
Laurel Springs, NJ 08021

Council:

This proposal is submitted in accordance with your advertisement inviting proposals to be received for the project identified as: **3 Year Radio Maintenance and Electronics Contract**
Having carefully examined the "Advertisement for Bids:, Bidding Instruction", General Clauses", "Plans", etc. hereinafter, bulletins applying thereto, and being familiar with the various conditions affecting the work, the undersigned hereby agrees to furnish all materials, perform all labor, and all else necessary to complete the work in strict accordance with the specifications for prices as follows:

In case this proposal is accepted, the undersigned is hereby bound to enter into contract within ten(10) days after receipt of notice of acceptance for above mentioned work, in accordance with such specifications.

Subscribed and Sworn

before me this____day

of_____,2018_____

Notary public of _____

My commission expires_____

(Seal)

_____
(Type or Print Name)

_____
Signature

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 the 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 outside:
"BID PROPOSAL____2018 PD #1__"(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.

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 also 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 the 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
(Owner)
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 for the repair and maintenance of the police department communications and electronics system of the Township of Gloucester.

PURPOSE

To provide for comprehensive diagnosis, efficient maintenance and repair of the Radio Communications Systems and other electronic equipment that comprises the Gloucester Township Police Communications System.

This system shall include, but not be limited to:

1. Routine preventative maintenance

2. Periodic proof of performance checks as required by FCC rules and regulations

3. Prompt diagnosis and repair as specified

The Communications System of the Gloucester Township Police Department is essential for the efficient operation of the Department, which is directly related to public safety.

1. General Requirements

Vendors are to provide all maintenance of the entire radio system including, but not limited to, mobile relay base station, base station, voter systems, receivers, communications consoles, personal portable radios, and mobile radios. This shall include all parts and labor, including programming, reprogramming, and travel time.

Repair of portable radios (Motorola, HT750, XTS5000 and APX7000, APX6000), speaker microphones, and charger units for said equipment is to be on a 08:00 AM to 05:00 PM, Monday through Friday basis with a service response within the next working day from the time the call for repair has been placed. Portable radios, which require repair, must be repaired and returned within (10) working days of the receipt of the said radio by the vendor. The vendor will be required, under terms of this service contract to reprogram portable and mobile radios with MDC Identification numbers and / or frequency changes at the request of the Police Department without additional service charge.

Repair of mobile radio / siren –public address systems, speaker and all cables, switches, control modules, and relays. Emergency light bars and components for said equipment, is to be on service response within the next working day from the time the call for repair has been placed. The mobile radios that require repair must be repaired and returned in working order within ten (10) working days of receipt of said equipment by the vendor.

Repair of relay base stations, base stations, receivers, voting systems, remote receivers, communications consoles, central equipment bank (CEB), and all internal cables – connections shall be on a twenty four (24) hour per day, seven (7) day per week repair basis with service provided within two (2) hours after a call for repair has been placed. During the

period of said contract, the Township reserves the right to have one component change and reprogramming for console modification at no additional charge. The vendor shall provide an itemization of the cost maintenance per individual item.

The vendor shall respond to all calls regarding communications system problems. If the cause of the deficiency is determined to be outside the scope of this agreement, the Township will incur no additional service charge.

Repair of all telephone control line terminations and interfaces which are common to, or in any way part of, the listed radio equipment; for which the telephone company has no direct responsibility.

The vendor shall immediately report to the telephone company and the Township any failures of control lines found to be the responsibility of the telephone company. Follow up with the telephone company to assure timely completions of the repair, test the circuit after repair to assure its acceptability and provide any assistance required to help the telephone company. Vendor will not invoice for these services. After diagnosis, if the vendor is called for the same problem within ten (10) days of the date the problem was initially reported to the telephone company the problem is again confirmed to be the responsibility of the telephone company. Vendor will be entitled to invoice for services rendered as a result of such recall.

Measure and record the parameters of each radio control line leased from the telephone company, initially at the beginning of the contract periods and as may be necessary during the term of the contract to document the current condition for the lines during maintenance and to prove fault with or acceptability of any circuit requiring phone company repair.

Township will provide the Vendor with a contact person in Verizon to whom such failures can be reported. Township will not be expected to assist this Vendor in communicating with the telephone company; Vendor is fully responsible for expediting assistance from them.

Measure the condition of each antenna system by use of Time Domain Reflectometer (TDR) to verify antenna system quality, to detect faults during routine maintenance performance and to detect faults when the antenna system is suspect during repair work.

For this contract, this measurement must be made and documented report and repair quote submitted within thirty (30) days of the beginning of this contract in order for any repair costs to be considered preexisting conditions. Any defective antennas found after the first thirty (30) days shall be the responsibility of this Vendor as part of this contract without additional compensation. The existing vendor shall make no claim for any such antenna work should a contract be awarded to him as a result of this solicitation.

Accomplish scheduled inspection, testing, adjusting and cleaning of all the equipment in accord with the conditions and schedules detailed in these Specifications.

Acceptance by the vendor of equipment not listed under the service contract will require the same turn around time as equipment listed under the service contract. For any required

service not covered under the terms of the contract (e.g. repair work on a time and material basis), the Township reserves the right to obtain up to three (3) separate price quotes from other reputable vendors for such required service. For purposes of this contract, a "reputable vendor" is any other vendor who meets the requirements set forth under the Technical qualifications Prerequisites paragraph contained within this specification.

Vendor shall provide the Township with a preventative maintenance service schedule and provide said preventative maintenance of all equipment listed the Formal Proposal within forty-five (45) days of award of the contract. This includes, but is not limited to, periodic inspection of the physical condition of all radios, antennas, other listed equipment, measurement of the electrical and electronic parameters of each piece, doing all repairs and adjustment necessary to restore that equipment to meet original specification, quality, current FCC regulations and system requirement.

Periodic inspections and test shall be made as follow:

Consoles and associated equipment, base stations, satellite and monitor (fixed) receivers, the antenna systems for voting systems and other listed fixed equipment shall be inspected, tested, adjusted and repaired as necessary to bring the covered equipment to compliance with published specifications and FCC regulations in accord with formats herein:

The first tests shall be conducted within forty-five (45) calendar days of the beginning of this contract.

The tests shall be repeated every six (6) months thereafter for the duration of this contract.

All covered portable and mobile equipment and accessories, including chargers, shall likewise be inspected, tested, adjusted and repaired as necessary to bring them into compliance with specifications, FCC rules and included formats.

2. FORMATS FOR TESTS MEASURMENTS

Consoles

All components of each console including, but not limited to, lamps, switches, clocks, controls, speakers, microphones, power supplies, amplifiers, tone generators, etc., shall be inspected for proper electrical operation and physical condition.

All controls, switches and surfaces shall be cleaned by approved methods and all dust, dirt and debris removed from the interior.

Frequencies, duration and timing of all tomes generated by the console and encoder equipment shall be measured and corrected as necessary to be symmetrical in shape, of proper amplitude and within one half (.5) Hertz of the specified frequency.

All audio levels shall be measured and adjusted as necessary to balance the system.

All cabling shall be checked for dried, cracked or otherwise unserviceable conditions and replaced as necessary.

Base Stations, Fixed Receivers and Voting Equipment

The power supply of each piece of equipment shall be tested for the proper supply voltage and current in accord with manufacturer's specifications.

Each transmitter shall be tested for the proper carrier frequency, modulation and radio frequency power output. Measurement of the levels of transmitter noise, spurious generated shall be made using a spectrum analyzer. A written report of these levels as found and corrections made shall be provided to the Township. Each cavity, filter or other device line to antenna shall be tested for isolation inserted between the output port of the transmitter and the line to the antenna shall be tested for isolation characteristics and insertion loss. The condition and characteristics of each must be documented at each test and documentation provided to the Township. All necessary repairs and adjustments shall be made and a written report of these provided to the Township.

Each receiver shall be tested for proper tuning, selectivity, sensitivity (12 dB SINAD and 20dB quieting), audio power output, audio distortion, modulation, acceptance, line level output, status tone level and frequency. All necessary repairs and adjustments shall be made. A written, itemized report of the conditions found and work done shall be provided to the Township.

Every cabinet shall be cleaned and made free of all dust, dirt and debris. All controls shall be cleaned. All cabling shall be examined for dried, cracked or otherwise unserviceable conditions. All other components shall be examined for signs of deterioration or defects. Each shall be repaired or replaced as necessary. All blowers and motors shall be oiled, if appropriate. Air filters shall be cleaned or replaced as necessary.

All equipment shall be checked for a secure mounting. Any mounting not secure will be made secure.

Vendor shall test and maintain all Gel cells and DC system batteries. Replacement of Gel cells shall be this Vendor's responsibility and the cost covered by the contract fee. DC system battery defects or failures shall be reported in writing with a detailed statement of work for repair or replacement. Where such defect or failure is determined to result from the Vendor's failure to provide proper maintenance and care, the cost shall be borne by the vendor.

Fixed Antenna Systems

A Time Domain Reflectometer (TDR) shall be employed to test every antenna system associated with every base station or receiver. A physical inspection of each cable, connector and antenna shall also be made.

All repairs, as necessary, shall be made to correct any electrical or mechanical defect found. Cables, connectors and antennas shall be re-wrapped and re-fastened as necessary. When the associated antenna, cable, cavities and transmitter are determined to be in proper operating condition the effective radiated power (ERP) shall be calculated and recorded. The output of the transmitter shall be adjusted as necessary to bring the ERP into compliance with the FCC or system limitation.

Portable Radios

The transmitter, receiver and power supply sections of each portable shall be serviced as outlined in other sections of this specification.

Antennas shall be tuned for optimum performance or repaired or replaced as necessary.

Damage other than normal wear and tear shall be noted and reported, but not corrected at this time. A written quotation of repair costs shall be provided to the Township.

Chargers shall be tested for proper operations. All defects due to normal wear and tear shall be corrected. Defects not due to normal wear and tear shall be noted and reported to the Township, along with a detailed quotation for such work.

Mobile Radios and Ancillary Equipment

The transmitter, receiver and power supply sections of each mobile radio shall be serviced as described in other sections of this specification.

Antennas and cables shall be tested and any exhibiting a reflected power greater than ten percent (10%) of the power output of the transmitter into the antenna line shall be repaired, replaced or adjusted as necessary.

Microphones, speakers, control heads and associated wiring shall be examined for signs of wear and tear and all necessary repairs shall be made.

Where repairs are necessary due to causes other than normal wear and tear such repairs shall not be made, but shall be reported in writing to the Township along with a detailed quotation for such work.

Remote Control Units

All such units listed herein shall be serviced in accord with the requirements set forth in this specification.

Telephone (Radio Control) Lines

Vendor must measure and record the loss or quality of each line and provide a copy, in graph form, to the Township.

Said measurements shall be made overall (from one terminus to the other) and shall be made to no less than ten (10) reasonably spaced frequencies between 300 Hz and 3000 Hz.

These measurements shall be completed during the scheduled testing and maintenance of the related fixed equipment and shall also be performed when a failure is indicated during repair calls.

All lines determined not acceptable shall be reported by the Vendor to the telephone company for repair.

Any lines referred for repair shall be retested when repairs are reported as completed by the telephone company and shall not be accepted until they are of satisfactory quality.

Any charges to the Township made by the telephone company due to improper fault diagnosis by the Vendor shall be the Vendor's responsibility.

3. Test Equipment and Spare Parts

It is required that the successful vendor be capable of replacing any and all assemblies and devices in this system. If one of these items has become obsolete, it shall be the responsibility of the vendor to provide a device or component that will appropriately provide replacement to return the unit(s) to operating order. Vendor's facilities for supplying all electronic parts, including semi-conductors in the equipment supplied must be capable of delivering said components on emergency orders within 24 hours on weekdays, and 48 hours on weekends and holidays. The replacement ability shall apply to mechanical and electrical assemblies, housings, including any unique devices required by this contract, with the exception that delivery time of unique devices shall be 48 hours or less. A substitute part may be used in lieu of an original replacement part so that the system or system parts may be made operational in the shortest possible time, however, the substitute part must be replaced by an original replacement part as soon as the part becomes available. The vendor will provide written notification to the Communications Supervisor of any such substitution.

The vendor shall have and maintain service equipment to properly diagnose problems, program communications equipment, program logic circuits, program frequencies and operations of equipment under this contract. This is to include Motorola Software.

All materials necessary for the maintenance and operation of the systems shall be new and approved brands and shall meet the manufacturer's equipment specifications.

The successful vendor will maintain all licensed software for programming and diagnostic services to the listed equipment. The vendor will maintain repair manuals for all components and equipment listed in the bid specifications.

The Vendor will maintain "HOT AIR BONDER" equipment to properly remove and replace discrete devices, integrated components, and logic devices from printed circuit boards.

4. REPORTING

The successful bidder is required to provide written reports of all work done and materials used on forms provided, or approved by, the Township.

Each piece of equipment serviced shall be reported on a separate form to permit filing of reports on a per unit basis.

The report shall be clearly legible and shall include the manufacturer, model number, serial number (Township's inventory number may replace model and serial), type equipment, complaint, trouble found, steps taken to make repairs and a list of materials used.

Every report shall be signed by the technician using his full name and FCC or other authorized license number.

All reports shall be delivered to the Township no later than two (2) working days after completion of the repair.

5. VENDOR'S SERVICE PREMISES AND TOWNSHIP'S RIGHT TO INSPECT

Vendor, within fifteen (15) days of notification of award, shall show proof that the service shop that will store the parts and the Township's equipment for repair is adequately protected against attempts at burglary, hold up, fire or pilferage.

Such protection shall include an automatic burglar and fire alarm system connected to a central alarm monitoring facility approved by the Township.

Failure to provide and continuously maintain this protection in full working condition shall be cause for cancellation of this contract and exercise of the Township's remedies herein.

Technical Qualifications and Prerequisites

Although the FCC no longer requires the technicians to be certified, The Township

of Gloucester, as the licensee, requires work to be performed by certified technicians. A holder of at least one (1) of the following certifications shall perform all technical repairs:

Valid FCD General Class radio telephone license; National
Vendor must have at least seven (7) full time certified technicians
on board.

Uncertified technicians will not be allowed. Bidders must supply with their bid proposal a list of all qualified certified technicians, including their years of experience and training, class of license or certification and expiration dates, that will be required to perform the duties under this contract for the servicing of the exact equipment listed.

It is also mandatory that the bidder provide satisfactory completion of factory service schools on the radios being used by the Gloucester Township Police Department. This evidence must be submitted with the bid.

Each bid submitted shall include a list of the appropriate technical proficiency certificates awarded by Motorola to the technical specialists on the model of radio used by the Gloucester Township Police Department.

The vendor shall have the following equipment and certified technicians to operate the following equipment:

1. DVP/XL Securenet Monitor

2. TIMS Meter capable of reading phone line noise

The vendor must be able to maintain ASTRO equipment with a certified technician.

Bidders are required to have or obtain the necessary fixed and portable equipment with software and interconnection cables for any of the listed equipment.

The successful vendor shall consent to have any employee who, during the course of this contract, may have access to communications equipment of the Gloucester Township Police Department, undergo a background investigation at the discretion of the Chief of Police. This action may be deemed necessary due to the sensitivity of the information the employee may have access to during his/her activity at these areas.

The successful vendor shall provide each employee with a photo identification card identifying the bearer by name, position and signature. Each employee must have this card in his possession while engaged in repair or service activities and shall present this identification upon demand.

The successful vendor shall agree to abide by any and all security measures in force

at the time of a visit.

The Township shall have the right to visit and inspect any and all premises the vendor proposes or uses as a main office, local office, main shop or satellite ship to provide the services, stock or personnel in accord with these specifications.

Visits and inspections may be made prior to award of contract and at any other reasonable times during the contract period.

These rights shall also apply to any premises of any subcontractor providing services under this contract.

Due to the increased complexity and sophistication of the communications system, bids for equipment will be accepted only from organizations that have technicians that are factory trained by the manufacturer of the major voice and data equipment utilized by this department.

Successful bidder must have installed and currently maintains at least five (5) Airlink ATS systems in New Jersey, similar to the system utilized by this department. Contact information, name, phone number and department must be included in bid response.

Successful bidder must keep on hand a complete supply of spare parts for radio and Mobile Data Systems, and be available for inspection.

No subcontractors will be allowed.

Successful bidder must be an authorized AIRLINK, CRADLEPOINT, ZETRON, MOTOROLA, and PANASONIC dealer. This is the major equipment used by the Township.

Bids will only be accepted by organizations that have a minimum of seven (7) Motorola Factory trained technicians.

Bids will only be accepted by organizations that have technicians that are factory trained in Zetron radio consoles and Zetron E911 telephone systems.

Bids will only be accepted by organizations that have a minimum of seven (7) FCC Licensed Technicians.

Technicians must reside in the same state as this department.

Copies of FCC licenses and factory training certificates must be enclosed with bid. A list of all service vehicles and service test equipment indicating year of manufacture and calibration dates must be submitted with bid.

Successful bidder must have a minimum of four (4) technicians factory trained and certified by Airlink, certificates must be included in bid response.

6. RELOCATING, ADDING, DELETING EQUIPMENT

The Township shall have the right to relocate any equipment specified in this bid as it sees fit. The monthly charge for maintaining any relocated equipment will remain the same regardless of where it is located or how often it is moved.

7. LIGHTNING DAMAGE

Damage caused from hurricanes, earthquakes, lightning strike(s) or other such natural catastrophic events shall not be the responsibility of the vendor in any instance.

8. TERM OF CONTRACT

The contract shall run from **July 1, 2018 to June 30, 2021** in one year increments; if at any point, the Township of Gloucester is not satisfied with the level of service, the Township reserves the right to cancel the balance of the contract.
The vendor shall be given thirty (30) days notification prior to the date of cancellation.

Portable, Mobile, and Base Unit Radio Systems and Mobile Data Terminal Communications System, and Emergency Lighting Equipment List

Portable Radio Units: Total: 225

Motorola APX6000	150
Motorola XTS5000 Units:	80
Motorola APX7000	5

(Including all components and charging systems, etc., as per specifications)

Mobile Radio Units: Total: 101

APX7500 Mobile	9
APX6500 Mobile	91
APX6500-07 CONTROL HEAD	1 (CHIEF'S CAR)

(Including all components and charging systems, etc., as per specifications)

Base Unit Radio System:

MIP5000:	5
APX Control Stations:	3
HP Switch:	1
TDD Printer / Interface:	1
CRT Touch Screen Monitors:	5
Gateways 2 Digital/2 Analog:	4

APX 4500-reciever	2
APX7000 Desktop unit	2
Phone Central Electronics	1
Install Recall Interface	1
MC2500 Remote units	2

GTPD Hqs,
Digital Quantar, Astrotac Comparator
Spectrotac Comparator
Megaplexer & Ethernet switch
PTP 800
Spen MTR 2000
MTR 2000 for Public Works
JPS Comparator for Public Works
GPS Trak

Aqua (Erial)
GPS Trak
Megaplexer
PTP800
500mhz Quantar-Simulcast
Analog Astrotac Analog
MTR2000 460Mhz repeater Public Works

Phones:

4 Position Zetron 3200
13 Caller ID line cards
2 Power Supplies

Mobile Data Terminal System:

Panasonic Tough Book Laptop Computers (CF30, CF31):	65
Panasonic Tough Pads	10
Airlink GX440 Modems (LTE 4g):	60
Wireless PC Air Cards:	7

(Including all mounting systems, timing devices, and antenna systems, etc., as per specifications)

Emergency Lighting Equipment:

Federal Light Bars:	5
Whelan Liberty / Legacy LED Light Bars	67
Strobe / LED light kits for unmarked / specialty vehicles:	31
Whelen legacy lightbars	5

(Including all emergency lighting components, bulbs, modules, switches, relays, etc., as per specification; excluding Ford factory installed components)

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 work covered by these specifications without written consent of the Township.

GENERAL CLAUSE

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 THE 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 Business Administrator at the time and day specified in the Advertisement for Bids. Reading of the bids will take place at the Municipal Building, 1261 Chews Landing Road, Laurel Springs, NJ 08021.

DELIVERY

In general, deliveries shall be at such time and place as may 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, they shall be immediately removed upon notification to the contractor and replaced with material, supplied, etc., in full accordance with the specifications.

PAYMENTS

Payments 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 the 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 the New Jersey Department of Labor shall become part of the contract.

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 if 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 CAUSE TO REJECT THE BID

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 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 notifications 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

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contraction 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:_____

SUPPLEMENT TO BID SPECIFICATIONS

NON-DISCRIMINATION

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

1. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicants for employment because of age, race, creed, color, national origin, ancestry, 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 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, notice to be provided by the Public Agency Equal Employment Opportunity Officer setting forth provisions of the 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 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 workers representative of the contractor's commitments under this act and shall post copies of the 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., c.127, as amended and supplemented from time-to-time.

5. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127 as amended and supplemented from time-to-time or in accordance with a binding determination of applicable county employment goals, determined by the Affirmative Action Office pursuant to section 5.2 of the regulations promulgated by Treasurer pursuant to P.L. 1975, c, 127 as amended and supplemented from time-to-time.

6. The contractor or subcontractor agrees to inform in writing all recruitment agencies, including 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, or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

7. 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 statues and court decisions of the State of New Jersey and as established and by application Federal Law and applicable Federal Court decisions.

8. 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 or sex and conform with the applicable employment goals consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal Law and applicable Federal Court decisions.

Provisions 4, 5, 6, 7, or 8 not required for subcontractors with (4) or fewer employees or a contractor who has presented evidence of a Federally approved or sanctioned Affirmative Action Program

Submitted By:

_____

Name of Firm

_____

Signature

_____
Title

_____
Date

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. 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 the 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, sex, affectional or sexual orientation. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer to P.L. 1975, c.127, as amended and supplemented from time-to-time and the Americans with Disabilities Act. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127 as amended and supplemented from time-to-time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time-to-time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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, sex, affectional or sexual orientation, 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.

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, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal Court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code(NJAC 17:27).

SIGNATURE	(NAME) PRINT OR TYPE
COMPANY NAME	DATE

AFFIDAVIT FOR AFFIRMATIVE ACTION

(This Affidavit is part of the Proposal)

STATE OF:_____

COUNTY OF:_____

being duly sworn, deposes and says that he/she resides at:

_____

_____

and that he/she is the _____of_____
who signed the foregoing Proposal of Bids, that during the course of this contract, he/she will agree to the Plan for Affirmative Action.

Subscribed and Sworn to

before me on the ____day

of _____20____

_____
(Notary Public)

_____
My Commission Expires:

(Seal)

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
(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 contained in said Proposal
(Name of contracting unit)
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)

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 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 Organization's, 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 contractor's and named subcontractor's. 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.

Name	Registration Number
Bidder_____	_____
(Subcontractor)_____	_____
(Subcontractor)_____	_____
(Subcontractor)_____	_____
(Subcontractor)_____	_____

Subscribed and Sworn
before me this ____day
of_____20____.

_____

Notary Public of

My Commission Expires _____

(Seal)

_____

Signature

_____

(Type or Print Name)

CONSTRUCTION CONTRACT

During the performance of this 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, ancestry, 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 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 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 commitments under this act and shall post copies of the 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, c 127, 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 goal prescribed section 7.3 of said regulation; 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 provision 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 its percentage of active "card carrying" members who are minority workers is equal to or greater that the applicable employment goal prescribed by section 7.3 of the regulations

promulgated by the treasurer pursuant to

P.L. 1975, c. 127, 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(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 assurance from the construction trade union at least five(5) days prior to the commencement of construction work, the contractor or subcontractor agrees directly to attempt to hire minority workers consistent with the applicable employment goal. If the contractors' or subcontractors' 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 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 for each construction trade by adhering to the procedures of the preceding provision(1), or if the contractor of subcontractor does not have a referral agreement or arrangement with a 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 Office, Affirmative Action Office and at least one minority referral organization of its manpower needs and request 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 workers to fill job openings;

4. To leave standing requests 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 assure consistency with the applicable State and Federal Statues and Court decisions, that sufficient minority employees remain on the site consistent with the employment 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 if not consistent with any employment goal established pursuant to the regulations implementing P.L. 1975, c. 127;

6. To adhere to the following procedure when minority workers apply or are referred to the contractor of 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 qualification 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 the paragraph, however, are limited by the provisions of paragraph (c) below.

   ii: If the contractor's subcontractor's work force is consistent with applicable employment goals, 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 work force 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 advance trainee 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 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 provision(3) shall preclude the contractor or subcontractor from complying with hiring all apprenticeship provisions in any applicable collective bargaining agreement and where required by custom or agreement, it shall send journeymen and trainees to the union for referral or to the apprenticeship program for admission, pursuant to such agreement or arrangements; provided, however, that where the practices of a union or apprenticeship program will result in the exclusion or 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 in numbers which result in the 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 said construction trade. Also the contractor or subcontractor agrees 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 union.

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 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 programs for outreach and training of minority trainees employed on the construction projects.

Provision 4 and 5 not required for contractors or subcontractors with four(4) or fewer employees or a contractor who has presented evidence of a Federally approved or sanctioned Affirmative Action Program.

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 the necessary equipment required by the 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 advertisements 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

_____
(Title)

before me this_____day

_____
(Name of Company)

of_____,2018

Notary Public of_____

My Commission Expires: (Seal)

CONTRACT FORM

TOWNSHIP OF GLOUCESTER - CAMDEN COUNTY, NEW JERSEY

THIS AGREEMENT made this _____day of _____20___, by and between the TOWNSHIP OF GLOUCESTER, COUNTY OF CAMDEN, a Municipal Corporation of the STATE OF _____, part of the second part;

The vendor/contractor agrees to sell/construct and the purchaser agrees to buy the following upon the terms and conditions hereinafter set forth.

The vendor/contractor and the purchaser agrees, to be bound by the terms of the Notice to Bidders, Instruction to Bidders General Conditions and Specifications attached hereto and made a part of hereof, and delivery shall be made when and as directed by the purchaser. The vendor/contractor further agrees to furnish a bond with sufficient surety in the amount of_____the amount of this contract, guaranteeing performance of the contract or delivery to be made a part hereof. The purchaser agrees to make payments in accordance with the terms of proposal.

This contract constitutes the entire agreement between the parties hereto and its provisions shall not be changed except in writing, agreeable to both parties. This contract shall expire_____.

_____	_____
TOWNSHIP CLERK	MAYOR
(Corporate Seal)	_____
	COMPANY
ATTEST:	
_____	_____
SIGNATURE	SIGNATURE
_____	_____
TITLE	TITLE

PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.25, et seq. Requires that a general or prime contractor and any listed subcontractors name in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is a "person, partnership, association, joint stock company, trust corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25, et seq.). It applies to contractors bases in New Jersey or in another state.

PUBLIC WORKS CONTRACTOR REGISTRATION FORM

C.34:11-56.48, p.l. 1999, Ch. 238 requires that contractors and subcontractors, in certain instances, be registered with the New Jersey Department of Labor, Division of Wage and Hour Compliance. The definition in the law is as follows.

"Contractor means a person, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof who enters into a contract which is subject to the provisions of the "New Jersey Prevailing Wage Act", P.L. 1963, C150 (c.34:11-56.25 et seq.). For the construction, reconstruction, demolition, alteration, repair or maintenance of a public building regularly open to and used by the general public or a public institution, and includes any subcontractor or lower tier subcontractor of a contractor as defined herein, except that, for the purposes of this act, no pumping station, treatment plant or construction, reconstruction, demolition, alteration, repair or maintenance shall be regarded as public building regularly open to and used by the general public or a public institution.

Please indicate below, for the bidder and all subcontractors listed on the "Subcontractor Declaration" herein, as to their registration with the NJ Department of Labor, Division of Wage and Hour Compliance in accordance with P.L. 1999, Ch. 238

NAME	REGISTRATION #
Bidder_____	_____
(Subcontractor)	

_____ _____

(Subcontractor)

_____ _____

(Subcontractor)

_____ _____

(Subcontractor)

_____ _____

IF IN THE PROCESS OF REGISTRATION, BUT HAVE NOT YET RECEIVED A REGISTRATION NUMBER, ATTACH PROOF OF APPLICATION FOR CONTRACTOR AND/OR SUBCONTRACTORS.

Registration forms are available by contacting Contractor Registration Unit at (609) 292-9464.

Subscribed and sworn before me this
_____day of _____2018

_____
Signature

_____

Notary Public

_____
(Name & Title Type or Print)

(My Commission Expires)_____20_____

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with disability

The contractor and the Township of Gloucester , do hereby agree that the provisions of Title 11, of the Americans With Disabilities Act of 1990 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 regulations promulgated pursuant there unto, 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, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's 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 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 proceeding 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 subcontractor for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agree that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.