

## ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed bids will be received by Princeton in the County of Mercer, State of New Jersey, at the Municipal Building, 400 Witherspoon Street, Princeton, N.J. 08540 on May 16, 2013 at **2:30 p.m.**, and at that time and place, publicly opened and read for the sale of the following project:

### PRINCETON POLICE RADIO SYSTEM UPGRADE

Copies of bid documents are available from the **Office of the Princeton Clerk** during regular business hours (M-F 9am-5pm). Bids shall be submitted on the form(s) provided, completed in accordance with the specifications contained in the Instructions to Bidders and other bidding documents, and include the following: Bid Proposal Form, with Acknowledgment of Addenda; Bidder's Ownership Disclosure Statement as required by section 1 of P.L.1977, c.33 (N.J.S.A. 52:25-24.2); Proof of Bidder's Business Registration as required by section 1 of P.L.2001, c.134 (N.J.S.A. 52:32-44); and Non-Collusion Affidavit.

Each proposal must also be accompanied by a guarantee in the form of a bid bond or certified check payable to Princeton for not less than 10% of the amount of the bid, but not to exceed \$20,000 and a Consent of Surety from a surety company stating that it will bound to furnish a performance bond as required in the Instructions to Bidders.

Bids shall be delivered in sealed envelopes addressed to the Office of the Princeton Clerk, and plainly marked as indicated in the bid package. Sealed bids shall be submitted to Princeton in person, by mail or by messenger prior to the bid opening. Princeton assumes no responsibility for loss or non-delivery of any bids sent or delivered prior to the bid opening.

Princeton intends to award the contract to the lowest responsible bidder whose bid is responsive and complies with Princeton's requirements for the same. Princeton reserves the right to reject any and all bids, waive any informalities or accept a bid which, in its judgment, best serves the interest of Princeton. No bids may be withdrawn for a period of **sixty (60)** days after the date and time set for the opening of bids. The award of a contract is subject to the availability of funds.

Bidders must be registered with the New Jersey Department of the Treasury pursuant to section 1 of P.L.2001, c.134 (N.J.S.A. 52:32-44). Bidders are also required to comply with the requirements of N.J.S.A. 10:5-31 *et seq.* and N.J.A.C. 17:27-2.1 *et seq.*, concerning affirmative action and equal employment.

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Linda McDermott, Princeton Clerk

PRINCETON  
400 WITHERSPOON STREET  
PRINCETON, NEW JERSEY 08542

**REQUIRED DOCUMENT CHECKLIST**  
(To accompany Bid Proposal)

**PRINCETON POLICE RADIO SYSTEM UPGRADE**

In accordance with Paragraph 1.C. of the Instructions to Bidders, the following mandatory items must be submitted WITH THE BID, along with this checklist. REFER TO THE INSTRUCTIONS TO BIDDERS FOR DETAILS.

Bidder must initial each line to confirm inclusion of the required document.

1. \_\_\_\_\_ Bid Proposal Form, with acknowledgement of addenda
2. \_\_\_\_\_ Non-Collusion Affidavit
3. \_\_\_\_\_ Bid Security
4. \_\_\_\_\_ Consent of Surety
5. \_\_\_\_\_ Ownership Disclosure Statement
6. \_\_\_\_\_ Proof of New Jersey Business Registration
7. \_\_\_\_\_ Proof of Public Works Contractor Registration
8. \_\_\_\_\_ (This) Required Document Checklist

\_\_\_\_\_  
Printed Name of person who initialed above

**PLEASE NOTE:  
CONDITIONAL OR UNRESPONSIVE BIDS WILL BE REJECTED. FAILURE  
TO PROVIDE THE ABOVE LISTED DOCUMENTS WILL RESULT IN YOUR  
BID BEING DECLARED UNRESPONSIVE AND WILL BE REJECTED.**

**PLEASE RETAIN THE FOLLOWING FOR YOUR RECORDS:**

1. **Instructions to Bidders.**
2. **Specifications and all plans and/or drawings.**
3. **A copy of the above documents.**

## **PRINCETON POLICE RADIO SYSTEM UPGRADE**

### **TECHINCAL SPECIFICATIONS / SYSTEM REQUIREMENTS**

#### Project Introduction

The Princeton Police Department currently operates a receiver voted two (2) site simulcast UHF analog conventional wideband radio system. An additional third (3) site is utilized for a standalone satellite receiver. Princeton is seeking a successful bidder to provide a complete design to upgrade the current radio system, including installation and maintenance.

The upgraded specifications/requirements are to furnish the Princeton Police Department with a new APCO P25 compliant three (3) site simulcast dual mode analog/digital UHF radio system over iP. The Department also requests optional pricing on the replacement of a standalone analog repeater with an APCO P25 compliant dual mode single repeater.

The current sites are as listed and will be utilized to deploy the upgraded system:

1. Monument Hall, 1 Monument Dr, Princeton, NJ
2. Petro Oil Company, 800 Route 206, Princeton, NJ
3. Mt Rose Tower Site, Province line Road, Hopewell, NJ

When the responding proposal differs from the requirements set forth in these specifications, the bidder shall indicate clearly the product on which the bidder is bidding; describe each variation or exception in detail, referring to the paragraph and specifications to which the variation or exception will apply; and supply a sample or sufficient data to enable an intelligent comparison to be made with the particular brand or manufacturer mentioned in the specifications. All "yes" answers to the question, "Exceptions: (yes or no) \_\_\_\_\_," must be explained in detail on the Exceptions Page of these specifications. Princeton reserves the right to make the final determination as to the responsiveness and compatibility of any proposed variations.

#### Technical & Functional Specifications

1. System must be able to operate in mixed mode simulcast: analog narrowband and digital.
2. System must be APCO P25 compliant and shall not utilize any proprietary encryption.
3. System will utilize the existing UHF channel pair of 453.675 MHZ transmit / 458.675 MHZ receive. Any additional FCC licensing or modifications will completed and filed by Princeton.
4. System shall be expandable in the future to add additional sites or channels. "Plug and Play" architecture is required.

5. Bidder shall supply a self-contained, rack mounted uninterruptable power supply (UPS) unit at each site. The UPS should be sized to provide no less than thirty minutes (30) of power to the on-site equipment.
6. System shall not require any central site equipment. All functions, including Simulcast and receiver voting, shall be located on hardware at each site.
7. System will provide RSSI voting built into each simulcast repeater at each site.
8. The three (3) System sites shall be connected via VoIP. iP Connectivity to be provided by Verizon. Princeton is responsible to provide and maintain the required iP connection to meet the successful bidder's connectivity requirements. Princeton is also responsible for any recurring fees associated with the connectivity between sites.
9. System shall maintain true iP connectivity between links.
10. System to provide traffic management tools to supply system supervision, real time monitoring and remote diagnostics. Successful bidder will be responsible for this connectivity and any recurring fees.
11. Successful bidder shall provide, at the time of cut over of system, a Method of Procedure (MOP) for the seamless transition to the new technology. Current system will remain functional during build out of new system.
12. Bidder shall provide coverage maps utilizing in house RF engineering and P25 coverage analysis. The bidder shall provide the following three (3) site simulcast composite map types:
  - a. Portable talkback, indoors. P25 conventional. analog and digital.
  - b. Portable talkback, outdoors. P25 conventional. analog and digital.
  - c. Portable talk out, indoors P25 conventional. analog and digital
  - d. Portable talk out outdoors. P25 conventional. analog and digital
13. Bidder shall provide a list of manufacturer certified full time employees. Bidder shall represent that at least one (1) manufacturer certified full time employee shall be employed on staff for a minimum of seven (7) years after acceptance of the system by Princeton.
14. Customer support is critical. Bidder must show experience in successful implementation of public safety systems and provide three (3) customer references that will attest to repair responsiveness.
15. Where possible, equipment installation and grounding should meet with the Motorola R56 industry standard. Princeton is responsible to provide the required secured space, electrical circuits and any necessary environmental at each site.

16. Bidder to provide all necessary racks,cabinets, antennas, duplexers, cabling and grounding at each site.
17. Bidder to provide 24/7 365 day, 2 hour response time support during initial warranty period.
18. Manufacturer one (1) year warranty period to begin at acceptance of system by Princeton.
19. The bidder shall offer a 2 to 5-year extended warranty as an option.
20. The bidder shall provide repair and support for the system for a minimum of seven (7) years from the date of shipment.

**Optional: please provide a price to include this optional equipment, installation & support.**

21. Standalone repeater requirements: APCO P25 compliant UHF repeater 100 watts output.  
Dual mode, Operating frequency TX 470.9625 MHX / RX 470.9625 MHZ  
Note: to replace existing repeater located at the Municipal Building, 1 Monument Drive Princeton, NJ

## PRINCETON POLICE RADIO SYSTEM UPGRADES

(Please retain for your records)

### INSTRUCTIONS TO BIDDERS

#### 1. PROPOSAL

- A. Bid forms are provided herewith.
- B. The bidder shall fill in all blank spaces in the bid form using ink or typewriter and sign the same in ink. Erasures or other changes in the bid must be explained or noted with the initials of the bidder. Bids containing any changes, conditions, omissions, unexplained erasures or alterations, or any item not called for in the proposal, or irregularities of any kind, may be cause for rejection by Princeton.
- C. All of the following items shall be submitted:
  - (1) Bid Proposal Form, with acknowledgement of addenda
  - (2) Non-Collusion Affidavit
  - (3) A Bid Bond of a type acceptable to Princeton and issued by a surety which is both licensed in the State of New Jersey and listed in the U.S. Department of Treasury Circular 570, or a certified or cashier's check payable to Princeton in the amount of 10% of the bid (if alternates are included, 10% of the total of the base bid and the highest alternate bid) but not more than twenty thousand dollars (\$20,000).
  - (4) In accordance with Paragraph M, a Consent of Surety of a type acceptable to Princeton and issued by a surety which is both licensed in the State of New Jersey and listed in the U.S. Department of Treasury Circular 570. A Consent of Surety is required even if a check is submitted in lieu of a bid bond.
  - (5) An ownership disclosure statement executed in the form included herein, pursuant to N.J.S.A. 52:25-24.2 (Chapter 33 of the Public Laws of 1977) (includes all forms of ownership);
  - (6) Proof of the Contractor's and listed subcontractor's business registration

pursuant to section 1 of P.L. 2001, c. 134.

When required, the bid shall be submitted with the following:

All submittals shall be originals where required. No photocopied or faxed signatures will be accepted. All documents must be notarized when so required.

Documents will be referred to the appropriate staff for review and approval as to conformity with these instructions and with New Jersey law.

- D. Conditional bids shall not be accepted. Multiple bids are not permitted.
- E. The firm, corporate or individual name of the bidder must be signed in the space provided for signatures on the proposal form. In the case of a corporation, the title of the officer signing must be stated, and the signature of said officer must be duly attested and the corporate seal affixed. In the case of partnership, each partner must sign, or the bid must be accompanied by original evidence of the authority of the bidding partner to act for the full partnership. A corporation not organized in the State of New Jersey must, as a condition to an award of the contract, furnish proof that it has qualified, under the laws of New Jersey, to do business in this State. In the case of a corporation, the name and address of the corporation's registered agent shall be included at the end of these Instructions.
- F. Prices must be submitted in figures. In the case of a variance, the price in words shall prevail. Should there be an error, discrepancy or inconsistency in the figures, the unit prices as stated in the proposal shall govern. Princeton reserves the right to make all corrections based upon the foregoing, and comparison of all bids will be based upon the correct total as calculated from the unit prices.
- G. Bids must be submitted at the date and hour for the opening of bids. Princeton assumes no responsibility for loss or non-delivery of any bids sent or delivered to it prior to the bid opening. Bids must be enclosed in a sealed opaque envelope (provided) with the name of the bidder and the name of the project marked on the outside as follows:

**To:   Office of the Clerk  
Princeton  
400 Witherspoon Street  
Princeton, New Jersey 08540**

**Bid Proposal for: Princeton Police Radio System Upgrades**

*Submitted by:* \_\_\_\_\_  
(Name of Bidder)

H. Submission and opening of bids.

Time: Hour: 2:30 P.M.

Date: May 16, 2013

Place: *Office of the Clerk*

PRINCETON

400 Witherspoon Street

Princeton, New Jersey

- I. Any bid may be withdrawn on written request received from a bidder prior to the time fixed for the bid opening. No right to withdraw a bid shall exist for a period of **sixty (60) days** after the date and time specified for opening of bids has arrived. .
- J. At the time fixed, bids will be opened and read publicly.
- K. The bid proposal guarantee of all bidders except the three apparent highest responsible bidders, will be returned within 10 days after the opening of bids, Sundays and holidays excepted. The bid proposal guarantee of the remaining unsuccessful bidders will be returned within three days, Sundays and holidays excepted, after award of a contract and approval of the bidder's performance bond.
- L. The bid guarantee of the successful bidder shall be forfeited if said bidder fails to execute the contract and furnish the required bonds in the form specified herein from a corporate surety authorized to do business in the State of New Jersey, within 10 days, Sundays and holidays excepted, after notification of the award of the contract.
- M. Any bidder submitting a bid shall also submit a certificate from a surety company (consent of surety) from a New Jersey licensed surety stating that it will provide the bidder with a **performance bond** in the full amount (100%) of the bid which amount shall be specified in said certificate. The performance bond that is the subject of the certificate shall be for the faithful performance of all terms of the contract. The consent of surety and the bonds shall be in substantially the same form as included in these Instructions.
- N. All bidders shall be required to comply with N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127) and N.J.A.C. 17:27-1.1 et seq., concerning affirmative action, and any amendment thereto, and shall also comply with the requirements contained in the "Affirmative Action/Employment Goal Compliance Attachment to Bid Instructions" appended to these Instructions (Attachment A), with the requirements of the
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Americans with Disabilities Act, 42 U.S.C. §12101 et seq. (Attachment B), and with all applicable federal and state occupational safety and health legislation and regulations.

Princeton reserves the right to make such investigations as it deems necessary to determine the ability of a bidder to perform in accordance with the terms and conditions of the contract, and a bidder shall furnish to Princeton all such information and data for this purpose as Princeton may request. Princeton reserves the right to reject any and all bids if the evidence submitted by or investigation of such bidder fails to satisfy Princeton that such bidder is properly qualified to perform pursuant to the terms and conditions of the contract. No oral interpretations will be given to any bidder as to the meaning of the plans and specifications or any part thereof.

2. AWARD OF CONTRACT

- A. A contract will be awarded to the lowest responsible bidder whose bid complies with these instructions.
- B. Princeton shall notify the successful bidder by sending Notice of Award. Within ten days after receipt of said Notice, the successful bidder shall execute and deliver to Princeton the Contract, Bonds, evidence of insurance and any other documents required in these Instructions or the Contract. Failure to do so shall result in forfeiture of the security previously deposited with the bid. In addition, Princeton may elect to recover from the successful bidder damages caused to it by such failure.

3. QUANTITIES

Unless otherwise indicated, the quantities listed in the specifications or on the proposal form are approximate only and are for the purpose of canvassing for bids. Princeton does not guarantee to purchase any definite quantities; however, it intends to purchase all of Princeton's requirements for the specified items during the term of the contract. The quantities purchased by Princeton are limited to the amount of monies budgeted and appropriated for the same under New Jersey Statutes. Payment to the contractor will be made only for the actual quantities of items furnished in accordance with the contract and it is understood that the estimate of quantities specified herein may be increased, diminished or omitted without in any way invalidating the prices bid.

4. MANUFACTURE, BRAND NAMES

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

The name of any manufacturer, trade name, or manufacturer or vendor model number or catalogue number mentioned in the specifications is for the purpose of designating a standard of quality and type and for no other. Even though a particular manufacturer's name or brand is mentioned, bids will be considered on other brands or on the product of other manufacturers which may be comparable and equivalent in quality, and suitable to the Princeton's needs. When the responding bid may differ from the requirements set forth in the specifications, the bidder shall indicate clearly the product on which he is bidding; shall describe each variation in detail, referring to the paragraph and specifications to which the variation will apply; and shall supply a sample or sufficient data to enable an intelligent comparison to be made with the particular brand or manufacturer mentioned in the specifications. Catalogue cuts and descriptive data shall be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of the bid.

5. INSPECTION

All materials, equipment, supplies and/or services delivered to or performed for Princeton shall be subject to final inspection and/or testing by Princeton or by other testing laboratories as Princeton may designate. If the result of one or more of such tests indicates that any part of the materials, supplies or services are deficient in any respect, Princeton may reject all or any part of the materials, supplies or services to be provided under this contract.

6. DELIVERY

All materials, supplies, equipment and vehicles shall be shipped F.O.B. Princeton, unloaded, inside delivery and debris removed. Princeton will not pay freight or express delivery charges. Deliveries will be made during normal business hours at the location specified on the Purchase Order unless other arrangements have been made and agreed to by the Designated Department Head.

7. ABANDONMENT, DELAY AND LATE DELIVERY

A. If the work that is to be done under this contract is abandoned by the contractor or if at any time the Purchasing Agent shall certify in writing to the Princeton Council that the performance of the contract is unnecessarily or unreasonably delayed, or that the contractor is willfully violating any of the conditions of the specifications, or is executing the same in bad faith, or is performing unsatisfactorily, or not in accordance with the terms hereof, Princeton may annul the contract or any part thereof by a written notice served upon the contractor, and Princeton may thereupon have the power to contract for the completion of said work in the manner prescribed by law, and to charge the entire cost and expense thereof to the contractor.

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- B. The cost and expense so charged shall be deducted from and paid by Princeton out of such monies as may be due or become due to the contractor under and by virtue of the contract. In case such expense shall exceed the amount that would have been completed by the contractor, he or his surety shall pay the amount of such excess to Princeton.
- C. In the event of late delivery or other failure of the bidder to conform to the requirements of the specifications, liquidated damages may be assessed if set forth in said specifications.

8. INDEMNITY

By submitting a bid, a bidder agrees that, if it is the successful bidder, it will indemnify and hold harmless Princeton and each of its officials, employees, agents, and servants from and against all liability and expenses, including attorneys' fees, howsoever arising or incurred, alleging damage to property or injury to or debt to any person arising out of or attributable to the bidder's performance or non-performance of the contract awarded, or arising out of the bidder's non-compliance with prevailing wage laws, the Americans With Disabilities Act and any federal or state occupational safety or health legislation or regulation.

9. INSURANCE

The successful bidder will be required to purchase and to maintain during the life of the contract liability insurance policies which name Princeton and its employees, agents and assigns, as additional insureds, and shall be required to provide within ten (10) days of notification of award insurance certificates to Princeton to indicate such coverage; copies of the actual policy endorsement may also be requested by Princeton. Any such certificates shall provide that Princeton shall be given at least 30 days' prior written notice of any cancellation of, intention not to renew, or material change in such insurance coverage. The cancellation clause on the Certificate of Insurance shall be limited to the following statement, and no other language shall be acceptable:

*Should any of the above-described policies be canceled or materially changed before the expiration date thereof, the issuing company will mail thirty (30) days' prior written notice to the Certificate holder.*

Pre-printed cancellation clauses shall be adjusted so as to read as indicated above.

Such insurance coverage shall be for a minimum of \$1,000,000.00, with a minimum of a combined single limit of \$2,000,000.00 for bodily injury and/or property damage per occurrence. Coverage shall include: General Liability, Auto Liability and Property Damage; coverage shall also be provided for Workers Compensation in the amount required by New Jersey law. Upon request of Princeton, the successful bidder shall provide to Princeton a

certification from the insurance carrier or insurance broker that the coverage limits shown on the Certificate of Insurance have not been reduced by paid claims; if any such reduction has taken place, adequate written assurance must be provided to the Princeton by the insurance carrier or insurance broker that remaining coverage meets the requirements of this paragraph.

The successful bidder shall be required to submit a certificate(s) of insurance evidencing the coverage required above to Princeton before the contract is signed. The successful bidder shall also provide proof that its insurance coverage that incorporates the indemnification clause set forth in Paragraph 8 above. Evidence of insurance shall be subject to approval of the Princeton Attorney.

10. CONTRACT DOCUMENTS

The contract documents shall consist of the Advertisement, the Contractor's bid proposal form and all other bid forms, these Instructions to Bidders, the specifications, and such affidavits or certifications as may be required in the specifications, along with any and all addenda issued prior to execution of a contract, and the contract itself.

In the event that any clarification or modification of the contract documents is determined to be necessary by Princeton, an addendum to the specifications will be issued and communicated in accordance with the requirements of the New Jersey Local Public Contracts Law. Princeton will not give verbal interpretations of the specifications. In the event any such interpretations are given, they shall be considered invalid.

11. MISINTERPRETATION OF CONTRACT DOCUMENTS

The successful bidder shall make no claim for additional payment or other concession because of any misinterpretation or misunderstanding of the contract documents on his part or because of any failure to fully acquaint himself with any condition or provision of the contract documents.

12. INQUIRIES

All questions and concerns pertaining to this proposal shall be directed to the Director of Information and Technology. All inquiries must be directed in writing to the Director of Information and Technology no later than five (5) business days prior to the opening of bids in order to allow adequate time for a response, if any, and so as to avoid providing or appearing to provide an unfair advantage to any bidder.

13. OBJECTIONS TO SPECIFICATIONS

Any and all objections to the bid specifications must be in writing to the Purchasing Agent three (3) days prior to bid opening. Failure to do so will result in the non-consideration of said objections.

14. TRUTH IN CONTRACTING

Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant. Bidder should consult the statutes or legal counsel for further information.

15. CAMPAIGN CONTRIBUTIONS DISCLOSURE

The Contractor is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c.271, §3) if the Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

16. BUSINESS REGISTRATION AND SALES AND USE TAX

P.L. 2004, c.57 requires all Contractors entering into agreements with municipal contracting units to provide proof that they are registered with the N.J. Department of Treasury before entering into an agreement with a municipal contracting unit. All bidders shall comply with the business registration requirements set forth in Attachment C.

17. PUBLIC WORKS CONTRACTOR REGISTRATION

The Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48, et seq., requires all bidders and their listed subcontractor(s), if any, to be registered with the Department of Labor and Workforce Development prior to bidding on public works projects that exceed the prevailing wage threshold. All bidders shall submit proof with their bid proposal that they and their listed subcontractor(s) are registered. No unregistered contractor or subcontractor, including subcontractors not listed in the bid proposal, shall engage in the performance of any public work encompassed by the Contract Documents.

18. PREVAILING WAGE RATES

Unless specifically provided otherwise in the Contract Documents, the provisions of N.J.S.A. 34:11-56.25, et seq. and N.J.A.C. 12:60-1.1, et seq., Prevailing Wages on Public Works, are applicable to this Contract. Prevailing wages for public works projects are determined by the New Jersey Department of Labor and Workforce Development.

All provisions of the above-referenced statute and regulations, and any amendments thereto, are considered part of the Contract Documents and incorporated as if fully set forth therein. By submitting a bid proposal, a bidder declares and represents to Princeton that he is aware of and will comply with all provisions of said statute and regulations with relation to prevailing wages for workers to be employed under this Contract.

ATTACHMENT A

**AFFIRMATIVE ACTION/ EQUAL EMPLOYMENT GOAL COMPLIANCE  
ATTACHMENT**

for

**PROCUREMENT AND SERVICE CONTRACTS, INCLUDING  
PROFESSIONAL SERVICES AGREEMENTS**

**Pursuant to N.J.A.C. 17:27-3.4(a)1, each Contractor shall submit to Princeton (also referred to as “public agency” or “agency”), after notification of award but prior to execution of a goods and services contract with Princeton, one of the following three documents:**

- (1) Appropriate evidence that the Contractor is operating under an existing Federally approved or sanctioned affirmative action program; or
- (2) A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- (3) An employee information report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts in the New Jersey Department of Treasury (“Division”) and distributed to Princeton to be completed by the Contractor, in accordance with N.J.A.C. 17:27-4. A Contractor shall not be eligible to submit nor shall Princeton accept an employee information report unless the Contractor certifies and agrees that he or she has never before applied for a certificate of employee information report in accordance with the rules promulgated by the Treasurer of the State of New Jersey (“Treasurer”) pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time; and submits immediately to the Division a copy of the employee information report.

A Contractor shall not enter into a binding subcontract with a subcontractor unless the subcontractor has submitted to said Contractor one of the three documents listed above.

**During performance of this contract, the Contractor agrees as follows:**

A. The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or

expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth provisions of this nondiscrimination clause.

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

C. 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.

D. 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.

E. The Contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with:

(1) The applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2; or

(2) A binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2;

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

G. 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;

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

I. The Contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)**.

As required by N.J.S.A. 10:2-1 ("Discrimination in employment on public works; contract provisions; set-aside programs"), the Contractor agrees as follows:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no Contractor, nor any person acting on behalf of such Contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No Contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the Contractor by Princeton, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by Princeton, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the Contractor from Princeton of any prior violation of this section of the contract.

## ATTACHMENT B

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

The CONTRACTOR and PRINCETON do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant hereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of PRINCETON 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 PRINCETON in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless PRINCETON, 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 PRINCETON grievance procedure, the CONTRACTOR agrees to abide by any decision of PRINCETON which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against PRINCETON or if PRINCETON 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.

PRINCETON shall, as soon, practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against PRINCETON or any of its agents, servants, and employees, PRINCETON shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by PRINCETON or its representatives.

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

It is further agreed and understood that PRINCETON assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this agreement, nor shall they be construed to

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relieve the CONTRACTOR from any liability, nor preclude PRINCETON from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

## ATTACHMENT C

### **N.J. BUSINESS REGISTRATION & SALES & USE TAX ADDENDUM**

P.L. 2004, c.57 requires all public Contractors entering into goods, services and construction contracts with municipal contracting units to provide proof that they are registered with the N.J. Department of Treasury before entering into an agreement with a municipal contracting unit. P.L. 2004, c. 57 also requires that public contracts include mandatory language regarding the Sales and Use Tax. **P.L. 2004, c.57 only applies to contracts costing 15% or more of the applicable bid threshold. THE FOLLOWING SETS FORTH THE REQUIREMENTS OF P.L. 2004, C.57 AS THEY APPLY TO THIS CONTRACT.**

#### **A. Proof of Contractor's Business Registration**

The Contractor must provide a copy of its business registration certificate issued by the Department of the Treasury or such other form or verification that the Contractor is registered with the Department of the Treasury. Proof of business registration must be submitted no later than at the time of execution of this contract.

#### **B. Proof of Subcontractors' Business Registration**

The Contractor shall not enter into any contract with a subcontractor under this contract unless the subcontractor first provides proof of valid business registration to the Contractor. If the Contractor subcontracts any of the work, the Contractor shall also:

Forward copies of proof of its subcontractors' business registrations to the municipal contracting unit.

Maintain and submit to the municipal contracting unit a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance.

Submit a complete and accurate list of subcontractors before final payment is made for goods provided or services rendered or for construction of the construction project.

#### **C. Sales and Use Tax**

For the term of this contract, the Contractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.57:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

In the event the Contractor subcontracts any of its work, the Contractor shall include within its subcontracts the requirement that, for the term of this contract, the subcontractor and its affiliates

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shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.57:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

ATTACHMENT D

**BID PROPOSAL – POLICE RADIO SYSTEM UPGRADES**

**PRINCETON**  
**MERCER COUNTY, NEW JERSEY**

The Undersigned hereby declares that he or she carefully examined the Advertisement, the Instructions to Bidders, the Contract and the Specifications. The Undersigned further declares that he or she will provide all the personnel, equipment, materials and supplies necessary to do the work in accordance with the said Contract Documents and any instructions which may be given during the work.

The Undersigned hereby agrees to enter into a contract, if awarded same, and within ten (10) days after receiving a notice of award, to execute the said Contract and to provide the Insurance and Bond as required by the Contract Documents.

The Undersigned understands that Princeton reserves the right to reject all bids for any reason whatsoever if Princeton deems it is in the its best interest to do so.

**TOTAL AMOUNT BID:**

\_\_\_\_\_ DOLLARS  
\_\_\_\_\_ CENTS \$ \_\_\_\_\_

**(Certified Or Cashier's Check)**

Accompanying this bid proposal is a bid guarantee in the amount of \$ \_\_\_\_\_, which is ten percent (10%) of the bid amount but not more than twenty thousand (\$20,000). This guarantee shall become the property of Princeton, if Princeton accepts the proposal and the undersigned fails either to execute a contract of sale or to furnish the required performance bond within the time specified in the Contract Documents. If Princeton does not accept the bid, the said guarantee shall be returned to the undersigned.

In the event any Notices of Revisions or Addenda have been issued, please list the addendum number and date received:

Addendum Number	Dated
Number (        )	_____
Number (        )	_____
Number (        )	_____

(Signature of person, firm or corporation making the bid).

The undersigned authorized representative of the Bidder having reviewed the requirements of the above goods and services including but not limited to the form of Contract, the Advertisement, the Instructions to Bidders, and the Specifications (collectively the "Contract Documents"), hereby proposes to furnish all such goods and services, and insurance and other documents required by the Contract Documents, to pay all applicable taxes and to furnish all things as required by the Contract Documents and this Bid Proposal, and to undertake all the obligations contained therein for furnishing the goods and services described, for the prices set forth on the preceding pages, and in the time required in the Contract.

\_\_\_\_\_  
(Firm Name)  
(Corporate Seal)

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

Address: \_\_\_\_\_

\_\_\_\_\_  
Zip Code

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Dated: \_\_\_\_\_

Email: \_\_\_\_\_

ATTACHMENT E

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_

ss:

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ of the Municipality of \_\_\_\_\_

in the County of \_\_\_\_\_ and the State of \_\_\_\_\_ of full age, being

duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_

(Title)

bidder, making the proposal for the above named Contract, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participate in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Contract; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Princeton relied upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the Contract for the said proposal.

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 \_\_\_\_\_.

Vendor/Contractor

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

Subscribed and sworn to before me this  
day of \_\_\_\_\_, 2013.

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

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

\_\_\_\_\_

ATTACHMENT F

OWNERSHIP DISCLOSURE FORM

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State/Zip: \_\_\_\_\_

This business is a:     Sole Proprietorship             Partnership             Corporation \_\_C\_\_S  
 Limited Partnership     Limited Liability Partnership     Limited Liability Corporation  
(Check one)

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

Name	AddressStreet	City/Twp.	County/State/Zip

President/ Owner/Partner: \_\_\_\_\_ Phone: \_\_\_\_\_  
(Type or Print)

I certify that:        The list of stockholders above is current and correct to best of my knowledge.  
    There are no stockholders holding 10% or more interest in this corporation or firm to the best of my knowledge.

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

Type or Print Name \_\_\_\_\_ Title: \_\_\_\_\_

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

**VENDOR: PLEASE COMPLETE AND SIGN THIS FORM AND RETURN IT WITH YOUR BID PROPOSAL. FAILURE TO COMPLETE THIS FORM IS CAUSE FOR AUTOMATIC REJECTION.**

**EXHIBIT G**

**PRINCETON**

**FORM OF BID BOND**

(To accompany Bid Proposal)

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned

\_\_\_\_\_  
(Name of Bidder) as principal; and

\_\_\_\_\_  
(Name of Surety) as surety, are hereby held and firmly bound unto Princeton in the sum of:

(\$ \_\_\_\_\_) Dollars, for the payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

The conditions of the obligations are such that whereas the principal has submitted to Princeton a certain bid, attached hereto and made a part hereof, to enter into a contract in writing for

Princeton Police Radio System Upgrade

NOW THEREFORE,

- (a) if said bid shall be rejected, or in the alternate,
- (b) if said bid shall be accepted and the principal shall execute and deliver a contract and performance bond in the form required in the Instructions to Bidders (all properly completed in accordance with said bid) within 10 days after Princeton has notified the principal of the acceptance of his bid, and shall in other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void; otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of surety for any and all default of the principal hereunder shall be the amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that its obligations shall in no way be impaired or affected by an extension of the time within which Princeton may accept the bid of the principal; and said surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the principal and surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_

Name of Bidder

ATTEST:

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

\_\_\_\_\_  
As to Principal (Secretary  
of Corporation)

\_\_\_\_\_  
Printed Name

SEAL

\_\_\_\_\_  
Title

\_\_\_\_\_  
As to Surety

\_\_\_\_\_  
Surety

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

(To be accompanied by the usual proof of authority of officers of Surety Company to execute the same)

ATTACHMENT H

PRINCETON

**FORM OF CONSENT OF SURETY**

(To accompany Bid Proposal)

RE: PROPOSAL FOR PRINCETON POLICE RADIO SYSTEM UPGRADE

BIDDER: \_\_\_\_\_

SURETY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

The undersigned consents and agrees that if the Contract which is the subject of the above named proposal is awarded to the above named bidder, it will become bound as surety and guarantor for its faithful performance, and will execute a Performance Bond in the form specified in the Instructions to Bidders, said Bond to be in an amount equal to one hundred (100%) percent of the Contract price and to be continued so as to indemnify Princeton against loss due to the failure of the bidder to meet the stipulation of the Performance and Payment Bond.

IN WITNESS WHEREOF, said surety has set its seal and caused these presents to be signed by its duly authorized officers this     day of                     , 2013.

ATTEST:  
\_\_\_\_\_

SURETY:

By:  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title

(To be accompanied by the usual proof of authority of officers of Surety Company to execute the same, and a Surety Disclosure Statement and Certification)

ATTACHMENT I

PRINCETON

*All sureties must be listed in the current U.S. Department of the Treasury Circular 570.*

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, the Undersigned \_\_\_\_\_

\_\_\_\_\_  
(Here insert the name of the Contractor)

as Principal, and \_\_\_\_\_

\_\_\_\_\_  
(Here insert the name of Surety)

a corporation organized and existing under the laws of the State

of \_\_\_\_\_ as Surety are held and

firmly bound unto Princeton, as Obligee, in the

full and just sum of \_\_\_\_\_ (Dollars)

(\$ \_\_\_\_\_) lawful money of the United States of America, to be paid to the said Obligee or its attorney, successors or assigns, to the payment of which sums well and truly to be made, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

Whereas, said Principal has entered into a certain Contract with said Obligee, dated \_\_\_\_\_, 2008, (hereinafter called the POLICE RADIO SYSTEM UPGRADE),

which Contract and the Contract Documents for said work shall be deemed a part hereof as fully as if set forth herein.

Now, Therefore, the condition of the Bond shall be such that:

If the Principal shall well, truly and faithfully comply with and perform the Contract in accordance with the Contract Documents, at the time and in the manner provided in the Contract and in the Contract Documents, and if the Principal shall satisfy all claims and demands incurred in or related to the performance of the Contract by the Principal or growing out of the performance of the Contract by the Principal and if the Principal shall indemnify completely and shall save harmless the Obligee from any and all costs and damages which the Obligee may

sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Obligee any and all costs and expenses which the Obligee may incur by reason of any such default or failure of the Principal, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect.

The Principal and the Surety agree that any alterations, changes or additions to the Contract Documents, and/or any alterations, changes or additions to the work to be performed under the Contract in accordance with the Contract Documents, and/or any alterations, changes or additions to the Contract, and/or any giving by the Obligee of any extensions of time for the performance of the Contract in accordance with the Contract Documents and/or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents and the Contract and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents and by the Contract shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability under the Bond; and the Surety, for value received does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

In the event of alternate dispute resolution or litigation, then the surety shall become a party thereto and be bound by the results thereof.

Signed and sealed this      day of      , 2013.

ATTEST:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_

By: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_

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

By: \_\_\_\_\_

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

(Power-of-Attorney, and certificate of authority certified and effectively dated, for person signing for surety company, and a financial statement and Surety Disclosure Statement and Certification must be attached.)