

**TOWNSHIP OF EDISON, NEW JERSEY
DEPARTMENT OF ADMINISTRATION
DIVISION OF PURCHASING**



**INFORMATION FOR BIDDERS, PROPOSAL AND
SPECIFICATIONS FOR:**

**PUBLIC BID NO. 18-04-04
UNIFORMS AND EQUIPMENT-POLICE, CROSSING GUARDS,
TRANSPORTATION DRIVERS AND ANIMAL CONTROL
PERSONNEL**

TABLE OF CONTENTS

PROPOSAL FORMAT

NOTICE TO BIDDERS	I-1
INSTRUCTIONS TO BIDDERS	I-2
AFFIRMATIVE ACTION LANGUAGE	Exhibit A
AMERICANS WITH DISABILITIES ACT OF 1990	Appendix A
SPECIFICATIONS	1
BID DOCUMENT CHECK LIST	L-1
PROPOSAL.....	P-1
FORM OF CONTRACT	ATTACHMENT A

TOWNSHIP OF EDISON
NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Purchasing Agent, for the Township of Edison, County of Middlesex, State of New Jersey on Wednesday, February 7, 2018 at 11:00 a.m. prevailing time at the Edison Municipal Complex, 100 Municipal Blvd., Edison, NJ 08817 at which time and place bids will be opened and read in public for:

**DESCRIPTION: PUBLIC BID NO. 18-04-04-UNIFORMS AND EQUIPMENT-POLICE
CROSSING GUARDS, TRANSPORTATION DRIVERS AND ANIMAL
CONTROL PERSONNEL**

The Contractor shall furnish and deliver to the Township of Edison Police Department, School Crossing Guards, Transportation Drivers and Animal Control Personnel uniforms and equipment as specified in the specifications or township approved equivalent.

Specification and other bid information may be obtained at the Purchasing Division, Edison Municipal Complex, 100 Municipal Blvd., Edison, NJ 08817, between the hours of 8:30 am and 4:00 pm or via email request at purchasing@edisonnj.org.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

ATTEST:

Laura Popick
Purchasing Agent

INSTRUCTIONS TO BIDDERS AND STATUTORY REQUIREMENTS

I. SUBMISSION OF BIDS

1. Sealed bids shall be received by the contracting unit, hereinafter referred to as "Township," in accordance with public advertisement as required by law, with a copy of the notice being attached hereto and made a part of these specifications.
2. Sealed bids will be received by the designated representative at the time and location as stated in the Notice to Bidders, and at such time and place will be publicly opened and read in public. The Township reserves the right to postpone the date for presentation and opening of Proposals.
3. The bid shall be submitted in a sealed envelope: (1) addressed to the Township, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid number of the contract being bid.
4. It is the bidder's responsibility to ensure that bids are received in the Office of the Purchasing Agent at the time and at the place designated. Bids may be hand delivered or mailed; however, the Township disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section 3, above, must also appear on the outside of the express mail envelope. Bids received in the Office of the Purchasing Agent after the designated time and date will be returned unopened.
5. Sealed bids forwarded to the Township before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
6. The entire proposal section of the bid package as well as the Bid Document Checklist (L-1) is to be returned completed as well as any other requested documentation. All proposals must be made upon the proposal forms attached hereto and must be signed and acknowledged by the bidder with original signatures, in accordance with the directions in the Proposal. All prices and amounts must be written in ink or preferably machine-printed on the P-1A form(s) only and should give the unit price in figures and the total price for the work, both in words and in figures (where applicable). Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the Township. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
7. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:

- Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Bids by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
8. 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.

II. BID SECURITY AND BONDING REQUIREMENTS

The following provisions if indicated by an (X), shall be applicable to this bid and be made a part of the bid documents:

☐ **BID GUARANTEE**

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, and being not less than \$350.00, or more than \$20,000.00 payable unconditionally to the Township. When the contract is based on percentages off catalogs, the bid bond shall be in the amount of \$350.00. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Township. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

Failure to submit a bid guarantee shall result in rejection of the bid.

☐ **CONSENT OF SURETY**

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the Township stating that it will provide said bidder with a

Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22. Failure to submit consent of surety form shall result in rejection of the bid.

☐ PERFORMANCE BOND

Bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5.

Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

☐ LABOR AND MATERIAL (PAYMENT) BOND

Bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

☐ MAINTENANCE BOND

Upon acceptance of the work by the Township, the Contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed 100% of the project costs guaranteeing against defective quality of work or materials for the period of two (2) years.

III. INTERPRETATION AND ADDENDA

1. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Township. The bidder accepts the obligation to become familiar with these specifications.
2. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the

contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the Township of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.

3. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the Township's representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bid for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid. The Township's interpretations or corrections thereof shall be final.

When issuing addenda, the Township shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to N.J.S.A. 40A:11-23c.1.

4. Discrepancies in Bids

- If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
- In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Township of the extended totals shall govern.

5. If checked below, a Pre-Bid Conference is required for this bid.

- ☐ A pre-bid conference for this proposal will be held on _____. Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

IV. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

1. The use in these specifications by brand name or by such specified description of same as is hereby made, is intended to convey to the bidder's understanding, the degree of excellence required and will be used as a standard by which goods and services offered as equivalent will be evaluated. Any item, component, or material which conforms to the standards and excellence as established by these specifications, and is of equal merit, strength, durability and appearance and can perform the desired function, is deemed eligible for offer as a substitute.
2. Variations between the goods and services described and the goods and services offered (or any other component of this bid package) are to be fully identified and described by the bidder on the "Exceptions to Public Bid" sheet P-1B and submitted with the bid proposal

form. The term "Exceeds" or other like terms shall not be acceptable as an explanation of noncompliance. Competitive items must be equal to the standard described and be of the same reputation for quality and workmanship. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services and conditions of contract as described in the bid specification be provided or performed.

3. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The Township reserves the right to evaluate the equivalency of the goods and services.
4. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the Township harmless from any damages resulting from such infringement.
5. If applicable, only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
6. The Contractor shall guarantee any or all goods and services supplied under these specifications for a period of one year from date of delivery unless otherwise specified herein. Defective or inferior goods shall be replaced at the expense of the Contractor. The Contractor will be responsible for return freight or restocking charges.
7. All goods supplies shall be new and unused and of the latest technology unless otherwise specified in the bid specifications.

V. INSURANCE AND INDEMNIFICATION

1. If checked below, the successful bidder is required to have the following coverage. All coverage shall be with insurance carriers licensed to do business in New Jersey and acceptable to the Township of Edison:

☒

Workers Compensation - During the life of this contract the Contractor shall procure and maintain Worker's Compensation insurance including Employers Liability Coverage in accordance with the statutes of the State of New Jersey. Notice of Cancellation – Sixty (60) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to The Division of Purchasing, Township of Edison, 100 Municipal Blvd., Edison, NJ 08817.

☐

Commercial General Liability Insurance – During the life of this contract the Contractor shall procure and maintain Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal injury, Bodily Injury and Property Damage. Coverage shall include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all explosion, collapse and underground (XCU) exclusion; (F) Per contract aggregate. Notice of Cancellation – Sixty (60) days advanced written notice of cancellation, non-renewal, reduction and/or material change

shall be sent to The Division of Purchasing, Township of Edison, 100 Municipal Blvd., Edison, NJ 08817.



Motor Vehicle Liability Insurance- During the life of this contract the Contractor shall procure and maintain Motor Vehicle Liability Insurance, including applicable no-fault coverage, with limits of liability not less than \$1,000,000 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. Notice of Cancellation – Sixty (60) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to The Division of Purchasing, Township of Edison, 100 Municipal Blvd., Edison, NJ 08817.

2. Indemnification - The Contractor shall indemnify, defend, and save harmless the Township, at the contractors own cost and expense, from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him, by reason of any act or omission of the said Contractor, his agents or employees, in the delivery of goods, execution of the work, or in the guarding of it.

The Contractor shall, and is hereby authorized to, obtain and pay for such insurance, will protect the Township from it's contingent liability under this contract, and the Township's right to enforce against the Contractor any provision of this article shall be contingent upon full compliance by the Township with the terms of such insurance policy or policies, a copy of which shall be deposited with the Township.

3. Additional Insured – The following shall be additional insured's: The Township of Edison, including all elected and appointed officials, all employees and volunteers, all boards, commissioners and/or authorities and their board members, employees and volunteers.

This coverage shall be primary to the Additional insured's, and shall not be contributing with any other insurance or similar protection available to the additional insured's, whether other available insurance be primary, contributing or excess.

4. Proof of Insurance Coverage – The Contractor Shall provide the Township of Edison at the time the contracts are returned for execution, Certificates of Insurance and/or polices acceptable to the municipalities.
5. Continuation of Coverage – If any of the above coverage's expires during the term of the contract, the contract shall deliver renewal certificates and/or polices to the municipality at least ten (10) days prior to the expiration date.
6. Deductibles – The Contractor shall be solely responsible for payment of any deductibles and/or "Self-Insured Retentions".

VI. PRICING INFORMATION FOR PREPARATION OF BIDS

1. The Township is exempt from any local, state or federal sales, use or excise tax.
2. The prices shall remain firm for the duration of the contract unless otherwise stated in the specifications. The prices shall include the delivery and furnishing of all materials, plant, equipment, tools, scaffolds, items, set up costs, artwork and all other facilities, and the performance of all labor and services necessary for proper completion of the work, except such as may be otherwise expressly provided in the Contract Documents. The Township shall not be charged for travel costs.
3. Estimated Quantities: The Township has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED. The Township cannot be held bound to any maximum or minimum quantities. Nor shall the township be prohibited from placing multiple orders within the statutory life of the awarded contract(s).
4. Contractor shall be responsible for obtaining any applicable permits, licenses, governmental charges, and/or inspection fees from any government entity (including Edison Township) that has jurisdiction to require the same. All bids submitted shall have included this cost. The Township shall waive Edison Township permit fees.
5. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for shipping, handling, packing, crating, containers, etc. All transportation charges shall be fully prepaid by the Contractor, F.O.B. destination and placement at locations specified by the Township. The township shall not be responsible for delivery costs of any type. No additional charges will be allowed for any transportation costs resulting from partial shipments made. Delivery may require inside deliveries to various Departments/locations. Delivery will be made to Edison Township as indicated on the purchase order unless otherwise noted herein.
6. CONTRACT TRANSITION – In the event that a new contract has not been awarded prior to the contract expiration date of any existing contract, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract. This extension shall be at the sole discretion of the Township.

VII. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

1. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as Exhibit A of this bid specification.

- Goods, Professional Services and General Service Contracts

Each Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following two documents:

- i. A photocopy of a Certificate of Employee Information Report; or
- ii. A photocopy of a completed Form AA 302 provided by the Division.

2. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included as Appendix A of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The Contractor is obligated to comply with the Act and to hold the Township harmless.

3. STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10%) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership (P-2) shall be completed and attached to the bid proposal. The language of N.J.S.A. 52:25-24.2 is repeated verbatim below. **IT IS STRONGLY SUGGESTED THAT BIDDERS READ THE LANGUAGE BELOW CAREFULLY SINCE FAILURE TO SUBMIT SAID CERTIFICATION OR FAILURE TO PROPERLY COMPLETE SAID CERTIFICATION SHALL RESULT IN REJECTION OF YOUR BID.** This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations.

52:25-24.2. Bidders to supply public agencies; statement of ownership of 10% interest in corporation or partnership

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that

corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

4. BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44); P.L. 2009, c.315 (A-557/S2366)

Business Registration Certificate (N.J.S.A. 52:32-44) - New Jersey business organizations and foreign business organizations doing business in the State of New Jersey are required to obtain a Business Registration Certificate (BRC) from the State of New Jersey Department of Treasury, Division of Revenue. "Business organization" means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof. N.J.S.A. 52:32-44 also requires the contractor to provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor. A BRC may be obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. P.L. 2009, c.315 (A-557/S2366); reforms the Business Registration Certificate requirements. Please refer to the above bill as well as N.J.S.A. 52:32-44 to abide by all requirements concerning the business registration rules and regulations.

A copy of the BRC is not required to be submitted with the bid but must be provided prior to authorization/award of contract. However, the Business Registration Certificate must have been obtained prior to or on the last date for the submission of bids.

5. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-2 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

6. PREVAILING WAGE ACT

If applicable, pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the Township within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at www.state.nj.us/labor/lssc/lspubcon.html.

In the event it is found that any workman, employed by the Contractor or any Subcontractors covered by the contract, has been paid a rate of wages less than the prevailing wage required

to be paid by the Contractor, the Township may terminate the Contractor's or Subcontractor's right to proceed with the work, or such part of the work, as to which there has been failure to pay required wages and to prosecute the work to completion or otherwise. The Contractor and his sureties shall be liable to the township for any excess costs occasioned thereby.

The Contractor or Subcontractor is required to do the following:

- Pay to all workmen engaging in the performance of services directly upon a public work, the prevailing rate of wages specified in this contract.
- Keep an accurate record showing name, craft, trade and actual hourly rate of wages paid to each workman employed by him in connection with any public work. Records shall be preserved for two years from date of payment.
- Post the prevailing wage rates for each craft and classification involved, as determined by the Commissioner of Labor and Industry, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work and at such place or places as are used by them to pay workmen their wages; and
- File written statements with the Township Treasurer or Director of Finance certifying to the amounts then due and owing to any and all workmen for wages due on the account to the public work. The statements shall set forth the names of the persons whose wages are unpaid and amount due to each. The statements should be verified by the oaths of the contractor or subcontractor, as the case may be.

7. DAVIS BACON ACT

If this project is being funded with Federal Funds received from the U.S. Department of Housing and Urban Development (HUD) as part of the Community Development Block Grant (CDBG), the contractor shall be subject to the provisions of the Federal Labor Standards (Davis Bacon), which shall be conditions of the contract. Additional information may be obtained at <http://www.wdol.gov/>.

8. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

If applicable, N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named 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. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors 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 based in New Jersey or in another state.

The law defines “public works projects” as contracts for “public work” as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

- “Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- “Public work” shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds...”
- “Maintenance work” means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While “maintenance” includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at www.state.nj.us/labor/lssc/lspubcon.html.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

9. NON-COLLUSION AFFIDAVIT

The Affidavit (P-3) shall be properly executed and submitted with the bid proposal.

10. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification (P-4) to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury’s Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the certification.

11. PAY TO PLAY

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year.

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

VIII. METHOD OF CONTRACT AWARD

1. The contract shall remain in effect for a period of one (1) year from the execution of the contract unless otherwise noted in these specifications. As per 40A:11-15, the Township may, at their sole discretion, choose to extend the contract for up to two, one year renewals. Should the Township choose to renew the contract after the first year, the contractor shall be bound to the pricing as well as all conditions, requirements and terms of their proposal/contract.
2. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section X, Termination of Contract, Number 5, for additional information. **Upon contract award, execution of the Contract in a form attached hereto (Attachment A), and authorization to proceed, authorization is only for the scope specified, and within the not to exceed dollar amount. If at any point, it is anticipated that work may exceed the scope or dollar amount, the managing Department Director must be immediately notified in writing. No work shall be performed or materials supplied without a purchase order. The Township will not be responsible for payment for unauthorized work performed or materials ordered without a purchase order.**
3. If the award is to be made on the basis of a base bid only, it shall be made to that responsive, responsible bidder submitting the lowest base bid.
4. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsive, responsible bidder submitting the lowest net bid.
5. The Township may also elect to award the contract on the basis of unit prices.
6. The Township may award the contract to multiple bidders based on lowest bid per item, as a lump sum to one bidder, by category, in groups such as uniforms (i.e. Shirts and pants); whichever is in the best interest of the township.
7. If two or more bidders submit bids in the same amount, the Township shall have the right to award a contract to any one of such bidders.
8. The form of contract is included as attachment "A". Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the Township.
9. The township reserves the right to waive immaterial formalities. The Township reserves the right to procure these items/services under State Contract, Cooperative Purchasing or Township Contract if so desired or other resources if in the best interest of the Township. This is allowable even during the course of this contract.
10. The acceptance of a Proposal shall bind the successful bidder to execute the contract.
11. The Township and the successful bidder, in accordance with N.J.S.A.40A:11-24 (b), shall execute said contract within twenty-one (21) days, Sundays and holidays excluded after

Notice of Award. The parties however may agree to extend the twenty-one (21) day period in the event the contract cannot be signed in a timely manner. Failure or neglect of the bidder to execute said contract or to contact the Township to request an extension to execute said contract shall constitute a breach and the Township can award the contract to the next lowest bidder.

IX. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

1. All bids pursuant to N.J.S.A. 40A:11-13.2;
2. If more than one (1) bid is received from an individual, firm or partnership, corporation or association under the same name;
3. Multiple bids from an agent representing competing bidders;
4. The bid is inappropriately unbalanced;
5. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
6. If the successful bidder fails to enter into a contract within twenty one (21) days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the Township may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

X. TERMINATION OF CONTRACT

1. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the Contractor shall violate any of the requirements of the contract, the Township shall there upon have the right to terminate the contract by giving written notice to the Contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Township of any obligation for balances to the Contractor of any sum or sums set forth in the contract. Township will pay only for goods and services accepted prior to termination.
2. Notwithstanding the above, the contractor shall not be relieved of liability to the Township for damages sustained by the Township by virtue of any breach of the contract by the Contractor and the Township may withhold any payments to the Contractor for the purpose of compensation until such time as the exact amount of the damage due the Township from the Contractor is determined.
3. The Contractor agrees to indemnify and hold the Township harmless from any liability to Subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Township under this provision.
4. In case of default by the Contractor, the Township may procure the goods or services from other sources and hold the Contractor responsible for any excess cost.

5. Continuation of the terms of the contract beyond the calendar year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Township reserves the right to cancel the contract.
6. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.
It is understood by all parties that if, during the life of the contract, the Contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change must be approved by the Township.
7. The Contractor will not assign any interest/subcontract in the contract and shall not transfer any interest in the same without the prior written consent of the Township.
8. The Township may terminate the contract for convenience by providing 60 calendar days advance written notice to the Contractor.

XI. PAYMENT

1. No payment will be made unless duly authorized by the Township's authorized representative and accompanied by proper documentation.
2. Payment will be made in accordance with the Township's policy and procedures. The Township shall not be charged interest or any other late fees.
3. When a contract includes hourly rates, first the quotation and then the invoice must be itemized indicating hours worked.
4. When a contract includes parts/materials to be paid by the township, the quotation and then the invoice must be itemized indicating the list of parts/materials used. For parts/materials used, copies showing proof of materials purchased by contractor (contractor's invoice) along with their purchase price must be provided.
5. When a contract includes percentages off catalogs or manufacturer list prices, the quotation must indicate the catalog or mfg price, the percentage off (according to the contract) and our net price as well as the actual manufacturer list price sheets.

EXHIBIT A

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

FOR 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

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

Certificate of Employee Information Report

Employee Information Report Completed Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The Contractor and the Township of Edison, (hereafter "Township") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12131 et seq. and 28 C.F.R. 35.101 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 Township 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 Township in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Township, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of 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 Township's grievance procedure, the Contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township, or if the Township incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

It is expressly agreed and understood that any approval by the Township of the services provided by the 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 Township pursuant to this paragraph.

It is further agreed and understood that the Township 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 relieve the Contractor from any liability, nor preclude the Township from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

SPECIFICATIONS
UNIFORMS AND EQUIPMENT- POLICE, CROSSING GUARDS, TRANSPORTATION
DRIVERS AND ANIMAL CONTROL PERSONNEL

GENERAL

The contractor shall furnish and deliver to the Township of Edison Police Department, Crossing Guards, Transportation Drivers and Animal Control Personnel uniforms and equipment as specified herein or township approved equivalent.

Samples must be made available upon request.

Delivery shall be made within ten (10) days of purchase order. The contractor shall maintain an inventory of sufficient quantity and variety to meet the normal requirements of the township. The contractor's facility is to be available for inspection by a representative of the township.

The contractor shall maintain a fitting/alterations room and sewing facility capable of performing immediate service when required by the township.

Whenever the township is placing an order for two or more employees, the vendor shall send a representative to the appropriate department to measure each of the employees for a proper fit. The department shall coordinate the appointment between the vendor and the employees. Multiple appointments may be required to accommodate every employee without causing excessive interruption to operations.

All bid submissions shall be expressed in dollars except in those instances where a percentage discount on the manufacturer's list price is requested. Either way, submissions shall reflect all costs, including alterations, patches (provided by Township and sewn on by vendor), embroidery, silk screening, rank, hash marks, measurements and sizing, and delivery regardless of order size. Delivery to be inside deliveries to various departments as will be indicated on the purchase order. Items will be affixed to garments without additional charge.

Bidder's who bid an equivalent item must specify brand, code/model number and a complete description of the product on the exception page. Samples must be available upon request.

Any additional costs due to larger sizes must be specified. Bidders shall use the "Exception Page" for this purpose. All equivalent items shall be approved by the appropriate township official.

POLICE

EQUIPMENT:

1. Standard Police Handcuffs - Smith & Weston or equivalent.
2. Handcuff case black leather, basket weave, open top; Safariland Model #090 or equivalent.

3. Key ring, black leather, basket weave, silver or brass colored metal parts; Safariland Model 26DBW or Township approved equivalent.
4. Monodnock Baton-21" Autolock Baton or Township approved equivalent.
5. Monodnock Swivel Holder for Autolock Baton or Township approved equivalent.
6. Easy Jim lock-out tools- Model # ALS25 or Township approved equivalent.
7. Silver metal whistle.
8. Big easy lock out tool kit w/airwedge or Township approved equivalent.
9. Galls Deluxe Street Thunder Megaphone or Township approved equivalent.
10. MK-9 High volume pepper-spray 16 oz. or Township approved equivalent.

Submissions on the P-1(A) for Items 11 through 13 shall be expressed in terms of a percentage to reflect the discount amount to be taken on the manufacturer's list price(s):

11. Desantis brand holsters for 9 mm handguns or equivalent.
12. Safariland brand holsters for 9 mm handguns or equivalent.
13. Safariland brand Mag Pouches for various 9 mm handguns or equivalent.

UNIFORMS:

14. Outside belt, black leather, basket-weave, various sizes; Safariland Model #94 or Township approved equivalent.
15. Inside belt, black leather, basket-weave reversible belt, various sizes; Safariland Model #99 or Township approved equivalent.
16. Long Sleeve polyester tropical blend shirt; Color: Navy blue-Elbeco TexTrop or Township approved equivalent (All Sizes)
 - a. Long Sleeve polyester tropical blend shirt; Color: French blue- Elbeco TexTrop or Township approved equivalent (All Sizes)
 - b. Long Sleeve polyester tropical blend shirt: Color: White-Elbeco TexTrop or Township approved equivalent (All Sizes)
17. Short Sleeve polyester tropical blend shirt; Color: Navy blue- Elbeco TexTrop or Township approved equivalent (All Sizes)
 - a. Short Sleeve polyester tropical blend shirt; Color: French blue- Elbeco TexTrop or Township approved equivalent (All Sizes)
 - b. Short Sleeve polyester tropical blend shirt; Color: White-Elbeco TexTrop or Township approved equivalent (All Sizes)
18. Police style polyester trousers with Billy club pocket; Color: Navy Blue-Model#98280 (All Sizes) Fechheimer brand or Township approved equivalent.

19. Blauer 9915Z Ike-length jacket with crosstech fabric or Township approved equivalent. Vendor shall apply two (2) customer provided patches. Dark Navy Blue
20. Blauer 9810Z Cruiser jacket with crosstech fabric or Township approved equivalent. Vendor shall apply two customer provided patches. Dark Navy Blue
21. Police hat, Trooper style, winter style, with black chin strap and gold NJ State buttons (All Sizes); Color: Navy Blue.
22. Police hat, Trooper style, winter style, with black chin strap, gold NJ State buttons, and gold band (All Sizes); Color: Navy Blue.
23. Police hat, Trooper style, winter style, with black chinstrap, gold NJ State buttons, and gold band and gold scramble eggs (All Sizes); Color: Navy Blue.
24. Safety Vests: O.S.H.A. approved; florescent yellow/lime with 2-4 inch black Scotch guard lettering "AUXILIARY POLICE" or "POLICE" or "OEM" as requested on front and back of vest. Vis-Mat (ANSI-107) or Township approved equivalent.
25. Raincoat, Black/Yellow Reversible, Blauer#733 with matching rain cap cover, sizes S-3XL.
26. Tie, clip-on, Navy blue in standard and X-long.
27. 5.11 Brand 3-in-1 Parka or Township approved equivalent. Color to be determined at time of order, Sizes M-XL.
28. 5.11 Brand Aggressor Parka or Township approved equivalent. Color to be determined at time of order, Sizes M-XL.
29. 5.11 Brand 5-in-1 Jacket or Township approved equivalent. Color to be determined at time of order, Sizes M-XL.
30. 5.11 Brand Response Jacket or Township approved equivalent, Color to be determined at time of order, Sizes M-XL.
31. 5.11 Brand Chameleon soft-shell Jacket or Township approved equivalent, Color to be determined at time of order, Sizes M-XL.
32. 5.11 Brand Sabre Jacket or Township approved equivalent. Color to be determined at time of order, Sizes, M-XL.
33. 5.11 Brand Pants or Township approved equivalent. Tactical-Cotton
34. 5.11 Brand Pants or Township approved equivalent. Taclite Pro-Poly/Cotton

- 35.5.11 Professional Polo or Township approved equivalent. Short Sleeve
- 36.5.11 Professional Polo or Township approved equivalent. Long Sleeve
37. Tru-Spec Tactical Response Uniform (TRU) shirt or Township approved equivalent. Navy, Woodland Digital or Multicam, Sizes M-XL.
38. Tru-Spec Tactical Response Uniform (TRU) pants or Township approved equivalent. Navy, Woodland Digital or Multicam.
39. T-Shirt-Long Sleeve-Jerzees Brand heavyweight blend or Township approved equivalent. Color to be determined at time or order, Sizes M-XL.
40. T-Shirt-Short Sleeve-Jerzees Brand heavyweight blend or Township approved equivalent. Color to be determined at time of order, Sizes M-XL.
41. Sweat Shirt-Jerzees Brand Super Sweats or Township approved equivalent. Color to be determined at time or order, Sizes M-XL.
42. Blauer Skull Cap- Style#160-Regular or oversized-Dark Navy Blue
43. Blouse Coat-Flying Cross or Township approved equivalent-poly-wool, navy blue, 2 breast pocket flaps, 2 waist pocket flaps, epaulets, sewn on badge holder on left breast, 1 interior breast pocket, hidden zippers on both sides for sidearms, verticals row of brass buttons on the front, brass buttons on pocket flaps and epaulets (State of New Jersey Seal). All Sizes
44. Shirt- Short Sleeve Cornerstone CS410 or Township approved equivalent- Performance fabric tactical polo, Navy, 6.6 oz. snag proof polyester, flat knit collar, 3 button placket, Mic clips at center placket and shoulders, Raglan sleeves, side vents, reinforced dual pen pockets on left sleeve, drop tail to stay tucked in, tag free label, double needle stitching throughout. XS-3XL.
45. Shirt- Long Sleeve Cornerstone CS410LS or Township approved equivalent- Performance fabric tactical polo, Navy, 6.6 oz. snag proof polyester, flat knit collar, 3 button placket, Mic clips at center placket and shoulders, Raglan sleeves, side vents, reinforced dual pen pockets on left sleeve, drop tail to stay tucked in, tag free label, double needle stitching throughout and rib knit cuffs. XS-3XL.
46. **Riot Duty Helmet:**
- Meets or exceeds NIJ 0104.02 standard for riot helmets
 - Polycarbonate alloy outershell
 - Semi-resilient polystyrene foam liner
 - ¼" thick top pad
 - Dull finish
 - Detachable face shield with liquid seal
 - Molded lip on top edge of face shield

- Double D-ring fastener
- Liner covering made of self wicking antimicrobial antifungal material
- Liner absorbs heat
- Foam nylon backing
- Snap on nape pad with Kydex penetration shield, shock absorbent foam pads and chemical resistant Cordura cover
- Plastic chin cup
- Permanently mounted neck protector by Kydex penetration shield and shock absorbent foam
- Removable sizing strap of polyurethane foam, adjusts to head size

47. Tactical gas mask with “Riot Control” air filet and drop leg to contain both:

- 6-point adjustable nylon head harness,
- Canisters fit on either side
- Flexible, one piece polyurethane lens with wide field of vision, bonded to a durable Hycar rubber face piece
- Approved by NIOSH/MSHA (No. TC-14G-0235)

48. Upper Body Protective System:

- Durable, dark gray EVA foam and plastic plates encased in black ribbing
- Hydration pocket and 3/4” tube grommet inside back panel
- Adjustable arm padding
- Improved 2” side strapping
- Area for reflective ID tags
- “POLICE” on front and back

49. Hard Shell forearm/elbow protector:

- Two piece hard Electrum XK8 outer shell
- Shock absorbing Protium foam covered with 420-Denier Cordura nylon
- Polyester mesh lined inside
- Adjustable straps fasten with durable nylon elastic and Velcro

50. Thigh/Groin Protector:

- Multi-layer protective design
- 420-denier outer fabric covers hip/thigh area
- Shock absorbing protection, flexible and comfortable
- 4-inch elastic with hook and loop closure wraps around thigh
- Web belt secures system to waist
- Sizes X-small thru XXL Color: Black

51. Hard Shell Knee and Shin Guard:

- Hard shell knee caps with Trion non-slip grip
- Hard shell polyethylene shin plates with dull black finish
- Heavy duty reinforced foam padded nylon inner leg support

- High tenacity, air textured DuPont Ultra Cordura nylon outer materials
- Multiple adjustable elastic straps and Velcro closures
- Adjustable and removable foot guard plates
- Interior name tags
- Washable

52. Large Black 900 Denier Bag or equivalent:

- 900 Denier polyester construction
- Waterproof bottom is rigid and has stabilizers
- Large opening with heavy duty zippers
- Velcro straps secure 36" baton outside
- Zippered helmet pouch on one end and a zippered accessory pocket on other end
- Front zippered bellow pocket
- Leather wrapped cargo handles on either end
- ID pocket on the end

53. 36 Inch Riot Baton

- Made of solid hickory
- Rounded ends
- 36" length

54. Riot Shield

- Lexan plastic construction
- Lightweight and easy to use
- Dielectric handle
- Two piece breakaway strap
- Foam padded
- 36"H X 20"W X 1/8"D

BICYCLE UNIFORMS:

55. Pants- Blauer 8822-Z or Township approved equivalent Flexforce zip off bike pants, Navy Blue, removable zip off legs, adjustable taper hem, zippered thighs pockets with divided compartments, durable fabric components and construction. Sizes-28-52 Length-regular & tall.

56. Shirt- Short Sleeve Blauer 8133 or Township approved equivalent Colorblock performance polo, Navy/Royal Blue. Lightweight moisture wicking polyester shell fabric. Edison Police Department Shoulder Patch, Edison Police Department Chest Patch, Nametape, "Police" on the back of shirt in reflective silver color. Sizes XS-3XL-Length-regular & tall.

57. Shirt- Long Sleeve Blauer 8143 or Township approved equivalent Colorblock performance polo, Navy/Royal Blue. Lightweight moisture wicking polyester and mesh inserts, loose athletic cut with stretch materials, long. Edison Police Department Shoulder Patch, Edison Police Department Chest Patch, Nametape, "Police" on the back of shirt in reflective silver color. Sizes XS-3XL-Length-regular & tall.

58. Jacket- Blauer 4670 or Township approved equivalent ColorBlock Softshell Fleece Jacket- Navy/Royal Blue wind resistant, water resistant finish. Edison Police Department Shoulder Patch, Edison Police Department Chest Patch, Nametape, "Police" on the back of shirt in reflective silver color. Sizes XS-3XL-Length-regular & tall.
59. Shoes- 5.11 Ranger Shoe Style# 12308 or Township approved equivalent Black, 8mm heel to toe drop, toe reinforcement, Ortholite insole, Polyurethane midsole, Ripstop Nylon, nubuck and polymer mesh. Sizes 4-15, half sizes 4.5-11.5.
60. Hat- Flex fit baseball cap, Navy with replica of Edison Hat Shield embroidered in silver on the front and badge number embroidered in black on back of hat.

MOTORCYCLE UNIFORMS:

61. Pants-DuPont Teflon or Township approved equivalent coated 12 oz. year round fabric. Repels water and oil based stains. 67% Polyester, 30% Cotton 3% Lycra. Two front pockets, 2 rear pockets with flaps +2 rear billy pockets, heavy duty YKK zipper, belt loops (accommodate 2.25" gun belt), adjustable Velcro ankle closure and double seat knee. 1/ inch gold braided stripe running down the outer portion of each leg. Navy Blue in color.
62. Sam Brown Leather Rig- 2-1/4' leather belt with matching cross strap. Black in color, silver buckle for patrol officer, gold buckle for supervisor.
63. Leather Jacket- Taylor's Leather Chicago Jacket-Style G4450 or Township approved equivalent black leather jacket-cowhide leather 24" on length, permanent thinsulate liner, 5 inside pockets, underarm gussets, zipper and snap closure, Bi-swing back. Edison Police Department Patch on right shoulder and Edison Police Motorcycle Patch on left shoulder. Sizes- S-3XL-Length Regular and Long.
64. Boots-Police Motorcycle Boots- 15" height, black, leather sizes 5-14.
65. Helmet-Police Motorcycle Helmet with Patent Leather Visor. Black/White high rise paint scheme. "Police Motor Officer" silver emblem to be affixed on the front of helmet.
66. Hat-Navy blue Philadelphia style "crush hat". "Police Motor Officer" silver in color emblem to be affixed on the front of hat. Sizes 6-3/8-8.
67. Gloves- Black Leather lined gloves-with knuckle protection-sizes S-2XL.
68. Gloves-Cloth gloves with lining- with knuckle protection-sizes S-2XL.
69. Gloves- Black Leather unlined gloves-Sizes S-2XL.
70. Gloves-Cloth gloves unlined –Sizes S-2XL.
71. Rain Gear- Black 2 piece rain suit, waterproof nylon textile material. Sizes S-3XL.

CLASS C UNIFORMS:

- 72. Long Sleeve Shirt-Blauer Street gear or Township approved equivalent, Navy Blue with an embroidered badge, nameplate and collar insignias in Silver or Gold, 2 EPD shoulder patches (All Sizes)
- 73. Long Sleeve Shirt- 5-11 Tactical A Class or Township approved equivalent, Navy Blue with an embroidered badge, nameplate and collar insignias in Silver or Gold, 2 EPD shoulder patches (All Sizes)
- 74. Short Sleeve Shirt-Blauer Street gear or Township approved equivalent, Navy Blue with an embroidered badge, nameplate and collar insignias in Silver or Gold, 2 EPD shoulder patches (All Sizes)
- 75. Short Sleeve Shirt- 5-11 Tactical A Class or Township approved equivalent, Navy Blue with an embroidered badge, nameplate and collar insignias in Silver or Gold, 2 EPD shoulder patches (All Sizes)
- 76. Uniform Trouser- Blauer Streetgear twill PDU or Township approved equivalent -Navy Blue, straight legged with two vertical side pockets, two side cargo pockets and two rear pockets (All Sizes)
- 77. Uniform Trouser- 5-11 Tactical B Class twill PDU or Township approved equivalent -Navy Blue, straight legged with two vertical side pockets, two side cargo pockets and two rear pockets (All Sizes)
- 78. Baseball Style Hat-Navy Blue with embroidered EPD Shield on front in Silver or Gold, solid back one size fits all or adjustable strap with 3 digit badge number embroidered on back in Silver or Gold. Cloth hat, no mesh.
- 79. Mock Neck Shirt -Black with EPD embroidered on the collar in 5/8 block lettering-Silver or Gold (All Sizes) Blauer or Township approved equivalent cotton & lycra blend.
- 80. Turtleneck-Black with EPD embroidered on the collar in 5/8 block lettering-Silver or Gold (All Sizes) Blauer or Township approved equivalent cotton & lycra blend, long sleeve, no pockets.
- 81. Tactical External Ballistic Vest Carrier- Black Hard Core SU Tactical Ballistic Vest by Armor Express or Township approved equivalent. Front of vest: Embroidered name tag to include officer's first and last name, badge number in 3/4" letters and embroidered Edison Police Badge. Back of vest: Embroidered "POLICE" in 3-1/4" letters. Patrol officers embroidery shall be silver in color and Supervisors embroidery shall be gold in color.
- 82. Duty Belt-2-1/4" molded black nylon belt with triple retention black plastic buckle (All Sizes)
- 83. Belt Keeps-Sets of two (2) black with two snap enclosures-Nylon

- 84. Holster-Matte Black, threat level 2 or 3 Safariland or equivalent for USP H&K 40 full size or compact with self-locking rotating hood with hood lock (left or right handed)
- 85. Nylon Standard Handcuff Case-Open top (Black)
- 86. Nylon Standard Pepper Mace Case (Black)
- 87. Nylon Closed Top Double Magazine Pouch for H&K USP 40 Magazines
- 88. Tactical Fleece outer garment 5-11Model #48038, Navy Blue with an embroidered badge and nameplate, Silver or Gold, 2 EPD shoulder patches (All Sizes)

CROSSING GUARDS:

- 89. Raincoat w/hood, lime/yellow, WRT 4117 (River City) or equivalent.
- 90. Stretch knit unlined acrylic gloves for professionals, lime/yellow or equivalent.
- 91. Cornerstone Ansi C5801 Baseball cap-Lime/yellow or equivalent.
- 92. Lime/yellow Beanie 100% acrylic or equivalent.
- 93. Hand held stop sign, 18" Safety- paddle-PVC corrugated.
- 94. Safety Vest –O.A.C. approved Vis-Mat or equivalent. Fluorescent yellow/ lime color with 2-4 inch black Scotch Guard lettering with the words, "CROSSING GUARD" on back of vest or front.
- 95. Summer Coat –Snap "N" Wear brand jacket number 8200-I in Fluorescent Yellow/Lime, or equivalent. To include the lettering "CROSSING GUARD" on back of jacket in Scotchlite lime green reflective tape, 2 ½" high x 1 ¼" wide letters or approved equivalent. Vendor shall apply two customer provided patches.
- 96. Winter Coat –Snap "N" Wear brand jacket number 8009- in Fluorescent Yellow/Lime, or equivalent. To include the lettering "CROSSING GUARD" on back of jacket in Scotchlite lime green reflective tape, 2 ½" high x 1 ¼" wide letters or approved equivalent. Vendor shall apply two customer provided patches.

ALL SIGNS AND MATERIALS (REFLECTIVE TAPE) MUST BE IN COMPLIANCE WITH THE MANUEL ON UNIFORM TRAFFIC CONTROL DEVICES. IT WILL BE INCUMBENT UPON THE SUCCESSFUL VENDOR(S) TO UPDATE ANY COLORS/MATERIALS TO BE IN COMPLIANCE AT CONTRACTUAL PRICE.

BADGES/PATCHES/HAT SHIELDS:

- 97. Edison Police Department Shoulder Patches.
- 98. Edison Crossing Guard Shoulder Patches-Color.

99. Edison Emergency Response Team Shoulder Patches-Color.
100. Edison Emergency Response Team Shoulder Patches-Subdued Blue.
101. Edison Emergency Response Team Shoulder Patches-Subdues Green.
102. Edison Police Department Patch Other (Honor Guard, OEM or other as specified)
103. Edison Police Motorcycle Squad Shoulder Patch-Black/Gold
104. Edison Police Auxiliary Shoulder Patch.
105. Patrolman Breast Badge-Blackinton Badge Number B4 in nickel plate or equivalent. Quantities to be on an as needed basis but not expected to exceed more than twenty during the term of the contract. Numbers to be supplied.
106. Detective Breast Badge-Blackinton B2172 or equivalent. Badge to be of RhoGlo plate with HiGlo plate Panels, or equivalent. Center Seal to be custom Full Color Seal of the Township of Edison. Quantities to be on an as needed basis but not expected to exceed more than twenty during the term of the contract.
107. Detective Wallet Badge – Blackinton B2172 or equivalent. Badge to be of RhoGlo plate with HiGlo plate Panels, or equivalent. Center Seal to be custom Full Color Seal of the Township of Edison. Quantities to be on an as needed basis but not expected to exceed more than twenty during the term of the contract.
108. Sergeant Breast Badge – Blackinton B2172 or equivalent. Badge to be of HiGlo plate with RhoGlo plate panels, or equivalent. Center Seal to be custom Full Color Seal of the Township of Edison. Quantities to be on an as needed basis but not expected to exceed more than twenty during the term of the contract.
109. Sergeant Wallet Badge – Blackinton B2172 or equivalent. Badge to be of HiGlo plate with RhoGlo plate panels, or equivalent. Center Seal to be custom Full Color Seal of the Township of Edison. Quantities to be on an as needed basis but not expected to exceed more than twenty during the term of the contract.
110. Lieutenant Breast Badge - Blackinton B2172 or equivalent. Badge to be of HiGlo plate with RhoGlo plate panels, or equivalent. Center Seal to be custom Full Color Seal of the Township of Edison. Quantities to be on an as needed basis but not expected to exceed more than twenty during the term of the contract.
111. Lieutenant Wallet Badge - Blackinton B2172 or equivalent. Badge to be of HiGlo plate with RhoGlo plate panels, or equivalent. Center Seal to be custom Full Color Seal of the Township of Edison. Quantities to be on an as needed basis but not expected to exceed more than twenty during the term of the contract.

112. Captain Breast Badge - Blackinton B2172 or equivalent. Badge to be of HiGlo plate with RhoGlo plate panels, or equivalent. Center Seal to be custom Full Color Seal of Township of Edison. Quantities to be on an as needed basis but not expected to exceed more than twenty during the term of the contract.

113. Captain Wallet Badge - Blackinton B2172 or equivalent. Badge to be of HiGlo plate with RhoGlo plate panels, or equivalent. Center Seal to be custom Full Color Seal of Township of Edison. Quantities to be on an as needed basis but not expected to exceed more than twenty during the term of the contract.

114. Deputy Chief Breast Badge - Blackinton B2172 or equivalent. Badge to be of HiGlo plate with RhoGlo plate panels, or equivalent. Center Seal to be custom Full Color Seal of the Township of Edison. Quantities to be on an as needed basis but not expected to exceed more than twenty during the term of the contract. Shall include two (2) stars.

115. Deputy Chief Wallet Badge - Blackinton B2172 or equivalent. Badge to be of HiGlo plate with RhoGlo plate panels, or equivalent. Center Seal to be custom Full Color Seal of the Township of Edison. Quantities to be on an as needed basis but not expected to exceed more than twenty during the term of the contract. Shall include two (2) stars.

116. Chief Breast Badge - Blackinton B2172 or equivalent. Badge to be of HiGlo plate with RhoGlo plate panels or equivalent. Center Seal to be custom Full Color Seal of the Township of Edison. Quantities to be on an as needed basis but not expected to exceed more than twenty during the term of the contract. Shall include four (4) stars.

117. Chief Wallet Badge - Blackinton B2172 or equivalent. Badge to be of HiGlo plate with RhoGlo plate panels or equivalent. Center Seal to be custom Full Color Seal of the Township of Edison. Quantities to be on an as needed basis but not expected to exceed more than twenty during the term of the contract. Shall include four (4) stars.

118. ID Case- to hold the Blackinton B2172 wallet badge or equivalent badge.

119. Patrolman Hat Shield-Blackinton badge number B613 in nickel plate or Township approved equivalent. Rank panel to be open with number. Rank to be spelled out. Quantities to be on an as needed basis but not to exceed more than twenty during term contract.

120. Detective Hat Shield-Blackinton badge number B613 in nickel plate or equivalent. Rank Panel to be open with number. Rank to be spelled out. Quantities to be on an as needed basis but not to exceed more than twenty during term contract.

121. Sergeant Hat shield – Blackinton Badge Number B613 in Gold plate or equivalent. Rank panel to be SOLID dark blue enamel with gold lettering. Rank to be spelled out. Quantities to be on an as needed basis but not expected to exceed more than twenty during the term of the contract.

122. Lieutenant Hat Shield - Blackinton Badge Number B613 in Gold plate or equivalent. Rank panel to be SOLID dark blue enamel with gold lettering. Rank to be spelled out.

Quantities to be on an as needed basis but not expected to exceed more than twenty during the term of the contract.

123. Captain Hat Shield - Blackinton Badge Number B613 in Gold plate or equivalent. Rank panel to be SOLID dark blue enamel with gold lettering. Rank to be spelled out. Quantities to be on an as needed basis but not expected to exceed more than twenty during the term of the contract.

124. Chief/Deputy Chief Hat Shield - Blackinton Badge Number B613 in Gold plate or equivalent. Rank panel to be SOLID dark blue enamel with gold lettering. Rank to be spelled out. Quantities to be on an as needed basis but not expected to exceed more than twenty during the term of the contract.

SPECIAL NOTE ON BADGES: Samples of our current badges are available for viewing at Police Headquarters. Contact-Lt. Brian Maurath at 732-732-248-7456 to make arrangements to view patches and badges.

Bidders shall make these prices available to qualified Edison Township Police Department employees when they are making personal purchases of work related uniforms and equipment that may be reimbursable or are otherwise compensated for by the Township.

TRANSPORTATION DRIVERS/ANIMAL CONTROL PERSONNEL:

125. Short Sleeve Staff Shirt - Anvil Cotton Deluxe Jersey #1220 or Township approved equivalent. Shall be 100% preshrunk extra heavyweight 7 ounce cotton, knit collar, short sleeves with welt cuffs, clean-finished three button placket with ¼" reinforced box, wood tone buttons, double needle bottom hem and generous cut. Embroidered on front left breast.

126. Long Sleeve Staff Shirt - Anvil Cotton Deluxe Jersey #1240 or Township approved equivalent. Shall be 100% preshrunk extra heavyweight 7 ounce cotton, knit collar, short sleeves with ribbed cuffs, clean-finished three button placket with ¼" reinforced box, wood tone buttons, double needle bottom hem and generous cut. Embroidered on front left breast.

127. Short Sleeve ACO/Staff Shirt-Gilden Ultra Pique Cotton (90% cotton, 10% polyester) three button polo shirt, welt-knit collar and cuffs or Township approved equivalent. Embroidered on right lapel A.C.O. Embroidered Township badge sewn on left shoulder sleeve-Edison Township Animal Control and either ANIMAL CONTROL or STAFF in vinyl transfer in white on back of shirt in 3" lettering.

128. Long Sleeve ACO/Staff Shirt-Gilden Ultra Pique Cotton (90% cotton, 10% polyester) three button polo shirt, welt-knit collar and cuffs or Township approved equivalent. Embroidered on right lapel A.C.O. Embroidered Township badge sewn on left shoulder sleeve-Edison Township Animal Control and either ANIMAL CONTROL or STAFF in vinyl transfer in white on back of shirt in 3" lettering.

129. Pants shall be 5.11 Series TacLite Series Pro Pant or Township approved equivalent (Poly Cotton Rip-stop lightweight pants) in either Tundra or Black.
130. 5.11 Tactical Series Style #64360 pants or Township approved equivalent-Black and Tundra.
131. Carhartt Style #B290-65% polyester, 35% cotton twill work pant or Township approved equivalent, Black and Khaki.
132. Carhartt Style #100095-100% cotton work pant or Township approved equivalent. Black and Khaki.
133. Spring Jacket-Galls Nylon Windbreaker or Township approved equivalent-Embroidered on front left breast.
134. Columbia Horizons Pine Interchange Jacket or Township approved equivalent-Black, Blue and Khaki.
135. Jacket-5.11 Response #48016 Jacket or Township approved equivalent (2 in 1) waterproof, breathable, blood-borne pathogen resistant. Embroidered with Edison Township Animal Control shall be sewn on left shoulder sleeve and ANIMAL CONTROL in vinyl transfer in 4" lettering on back of jacket. Color: Black
136. Hat -Baseball cap, 6 panel- one size fits all. Patch supplied by Township to be sewn on cap.
137. Winter Jacket-Carhartt Style#C003 or Township approved equivalent -100% cotton, Embroidered on front left breast. Black and Khaki.
138. Winter Jacket-Carhartt Style #C95 or Township approved equivalent -100% cotton. Embroidered on front left breast. Black and Khaki.
139. Fleece Jacket-Ultra Club fleece full zip jacket, zippered pockets or Township approved equivalent with Edison Township Animal Shelter embroidered on left breast. Colors: same requirements as above shirts.
140. Ladies pants-Sears Style #54505, "Classic Elements" or Township approved equivalent.
141. Fleece-Ultra Club Men's Iceberg Fleece-Full zip jacket, zippered pockets Style#8485, or Township approved equivalent. Embroidered on front left breast.
142. Jacket- Port Authority Men's J792 Nootka Jacket or Township approved equivalent Black or Navy 100% Nylon Shell, 100% Polyester Body Lining and Sleeve Lining. Township logo with Edison Township Health Department embroidered on front left chest. Sizes XS- 3XL.

143. Jacket- Port Authority Ladies L792 Nootka Jacket or Township approved equivalent Black or Navy 100% Nylon Shell, 100% Polyester Body Lining and Sleeve Lining. Township logo with Edison Township Health Department embroidered on front left chest- up to six colors. Sizes XS- 3XL.

144. Jacket- Port Authority Men's J331 All Conditions Jacket or Township approved equivalent Black or Navy 100% Nylon Shell, 100% Polyester with DWR finish, parka length, 7 oz. polyester fleece inner body lining, 2 oz. polyfill in sleeves. Township logo with Edison Township Health Department embroidered on front left chest. Sizes XS- 3XL.

145. Jacket- Port Authority Ladies L331 All Conditions Jacket or Township approved equivalent Black or Navy 100% Nylon Shell, 100% Polyester with DWR finish, parka length, 7 oz. polyester fleece inner body lining, 2 oz. polyfill in sleeves. Township logo with Edison Township Health Department embroidered on front left chest. Sizes XS- 3XL.

Note: Shirts **must** be available in the following adult sizes (men & women): x-small, small, medium, large, x-large and xx-large as a minimum. If additional sizes are available and price variations exist due to sizing, indicate this in your response.

Colors: All using departments reserve the right to select any color from the manufacturer's color chart. Bidders shall provide, with their response, a full color catalog, chart or sample of every color available. These Departments reserve the right to order multiple colors on any order, with no minimum of any particular color. If price variations exist due to color selection, bidder must indicate this in your response.

NOTE: EMBROIDERY WILL BE TOWNSHIP SEAL WITH HEALTH DEPARTMENT OR EDISON TOWNSHIP ANIMAL CONTROL IN SCRIPT.

Note: Jackets and Fleece must be available in the following adult sizes (men & women): x-small, small, medium, large, x-large, xx-large and xxx-large as a minimum, short/tall. If additional sizes are available and price variations exist due to sizing, indicate this in your response.

Note: Pants must be available in waist sizes (men & women): 26 through 60 as a minimum and inseam sizes 28 through 36 as a minimum. If additional sizes are available and price variations exist due to sizing, indicate this in your response. **Colors: Same as requirements for shirts.**

EMBROIDERY & SILKSCREEN:

Please submit prices on the Bidder's proposal-Schedule of Prices, the itemized charge for the services below if purchased separately. As stated above, there will be no charge for these services when purchasing the items as per the specifications.

ARTWORK TO BE PROVIDED TO VENDOR BY USING DEPARTMENT(S)

146. Embroidery of any Departmental "Patch or "Logo" area limited to 3" square.

147. Embroidery of Name or Assignment "Rocker". Price per line of text, limited to 4" wide area.

SILK SCREENING: May be basic lettering which vendor shall set-up or fully colored artwork which Department(s) will provide:

148. **5" x 5" Area. Prices itemized based on:**

- a. 1 Color
- b. 2 Colors
- c. 3 Colors
- d. 4 Colors
- e. 5 Colors

149. **4"x8" Area. Prices itemized based on:**

- A. 1 Color
- B. 2 Colors
- C. 3 Colors
- D. 4 Colors
- E. 5 Colors

150. **8"x10" Area. Prices itemized based on:**

- A. 1 Color
- B. 2 Colors
- C. 3 Colors
- D. 4 Colors
- E. 5 Colors

**TOWNSHIP OF EDISON
BID DOCUMENT CHECKLIST**

PUBLIC BID NO. 18-04-04

**UNIFORMS AND EQUIPMENT-POLICE, CROSSING GUARDS, TRANSPORTATION
DRIVERS AND ANIMAL CONTROL PERSONNEL**

COMPANY NAME _____

REQUIRED	SUBMISSION REQUIREMENT	READ AND/OR SUBMITTED
	Bid Deposit	
X	Bid Proposal Forms (P-1, A,B,C)	
X	Stockholder Disclosure Certificate (P-2)	
X	Non-Collusion Affidavit (P-3)	
X	Disclosure of investment activities in Iran (P-4)	
	Consent of Surety (P-5)	
X	New Jersey Business Registration Certificate	
X	Mandatory Affirmative Action Language	
X	Americans With Disabilities Act of 1990 Language	
X	Insurance	
X	Prevailing Wages	
X	Public Works Contractor Registration Act	

PROPOSAL

**FOR THE FURNISHING OF UNIFORMS AND EQUIPMENT-POLICE, CROSSING GUARDS,
TRANSPORTATION DRIVERS AND ANIMAL CONTROL PERSONNEL TO THE TOWNSHIP
OF EDISON, COUNTY OF MIDDLESEX, STATE OF NEW JERSEY**

**TO THE PURCHASING DIVISION
TOWNSHIP OF EDISON
100 MUNICIPAL BLVD.
MIDDLESEX COUNTY, NJ 08817**

SIR/MADAM:

_____ Contractor, hereby declares that he/she is, or they are, the only person or persons interested in this bid, as principal or principals, that no other person than herein above named has any interest in this proposal or in the contract propose to be taken, that this proposal or bid is made without any connections with any person or persons making a bid proposal with the same purpose; that the bid or proposal is in all respects fair and without collusion or fraud; and that no officer nor any person in the employ of the Township is directly or indirectly interested in this bid or in the material or work to which it relates or in any portion of the profits thereof; that he/she has; or they have, examined the information for Bidders, form of a contract and specifications; that he propose and agrees, or they propose and agree, if this proposal is accepted that he/she will, or they will, contract to furnish all material and to perform all the work mentioned in said contract and specifications for the following prices, to wit.

**OFFICE OF THE PURCHASING AGENT
100 MUNICIPAL BLVD
EDISON, NJ 08817**

**BIDDERS PROPOSAL
(SCHEDULE OF PRICES)**

**PUBLIC BID NO. 18-04-04
UNIFORMS AND EQUIPMENT-POLICE, CROSSING
GUARDS, TRANSPORTATION DRIVERS AND ANIMAL
CONTROL PERSONNEL**

DATE: FEBRUARY 7, 2018

TIME: 11:00 AM

ITEM NO.	QTY	DESCRIPTION OF ITEM	% DISCOUNT	\$ AMOUNT
POLICE EQUIPMENT				
1	Each	Standard Police handcuffs		
2	Each	Handcuff case black leather, basket weave open top		
3	Each	Key ring		
4	Each	Monodnock Baton-21"		
5	Each	Monodnock Swivel Holder for Autolock Baton		
6	Each	Easy Jim lock-out tools		
7	Each	Silver metal whistle		
8	Each	Big easy lock out tool kit w/airwedge		
9	Each	Galls Deluxe Street Thunder Megaphone or equivalent.		
10	Each	MK-9 High volume pepper-spray 16 oz.		
Subtotal Items 1 to 10				
HOLSTERS AND MAG POUCHES				
11	Each	All Desantis Holsters for 9 mm handguns or equivalent		
12	Each	All Safariland Holsters for 9 mm handguns or equivalent		
13	Each	All Safariland Mag Pouches for 9 mm handguns or equivalent		
Subtotal Items 11 To 13				
UNIFORMS				
14	Each	Outside Belt		
15	Each	Inside Belt		
16	Each	Long sleeve shirt polyester tropical blend-Navy blue		
16a	Each	Long sleeve shirt polyester tropical blend-French blue		
16b	Each	Long sleeve shirt polyester tropical blend-White		
17	Each	Short sleeve shirt polyester tropical blend-Navy blue		
17a	Each	Short sleeve shirt polyester tropical blend-French blue		
17b	Each	Short sleeve shirt polyester tropical blend-White		
18	Each	Police style polyester trousers-Navy Blue		
19	Each	Blauer 9915Z Ike length Jacket		
20	Each	Blauer 9810Z Cruiser Jacket		
21	Each	Police hat, Trooper style, winter, gold buttons		
22	Each	Police hat, Trooper style, winter, with gold buttons, band		
23	Each	Police hat, Trooper style, winter, with gold buttons, band, scramble eggs.		
24	Each	Safety Vest- OSHA approved		
25	Each	Raincoat-Blauer#733		
26	Each	Tie, clip on, navy blue		

ITEM NO.	QTY	DESCRIPTION OF ITEM	% DISCOUNT	\$ AMOUNT	
27	Each	5.11 Brand 3-in-1 Parka			
28	Each	5.11 Brand Aggressor Parka			
29	Each	5.11 Brand 5-in-1 Jacket			
30	Each	5.11 Brand Response Jacket			
31	Each	5.11 Brand Chameleon Soft-Shell Jacket			
32	Each	5.11 Brand Sabre Jacket			
33	Each	5.11 Brand Pants-Tactical			
34	Each	5.11 Brand Pants-Taclite Pro			
35	Each	5.11 Professional Polo-Short Sleeve			
36	Each	5.11 Professional Polo-Long Sleeve			
37	Each	Tru-Spec Tactical Response Uniform (TRU) Shirts			
38	Each	Tru-Spec Tactical Response Uniform (TRU) Pants			
39	Each	T-Shirt-Jerzees Brand heavyweight-Long Sleeve			
40	Each	T-Shirt-Jerzees Brand heavyweight-Short Sleeve			
41	Each	Sweat Shirt-Jerzees Brand Super Sweats			
42	Each	Blauer Skull Cap-Styel#160 Dark Navy Blue			
43	Each	Blouse Coat			
44	Each	Short Sleeve Shirt-Cornerstone-Navy Blue			
45	Each	Long Sleeve Shirt-Cornerstone-Navy Blue			
Subtotal Items 14-45					
RIOT GEAR					
46	Each	Riot Duty Helmet			
47	Each	Tactical Gas Mask			
48	Each	Upper Body Protective System			
49	Each	Hard Shell forearm/elbow Protector			
50	Each	Thigh/Groin Protector			
51	Each	Hard Shell Knee/Shin Protector			
52	Each	Large Black 900 Denier Bag			
53	Each	36 Inch Riot Baton			
54	Each	Riot Shield			
Subtotal Items 46-54					
BICYCLE UNIFORMS					
55	Each	Pants-Blauer 8822-Z			
56	Each	Short Sleeve Shirt-Blauer 8133			
57	Each	Long Sleeve Shirt-Blauer 8143			
58	Each	Jacket Blauer 4670			
59	Each	5.11 Ranger Shoe			
60	Each	Flex Fit Baseball Cap			
Subtotal Items 55-60					
MOTORCYCLE UNIFORMS					

ITEM NO.	QTY	DESCRIPTION OF ITEM	% DISCOUNT	\$ AMOUNT
61	Each	Pants-DuPont Teflon		
62	Each	Sam Brown Leather Rig		
63	Each	Leather Jacket Taylors Chicago Jacket Style G4450		
64	Each	Motorcycle Boots-Black Leather		
65	Each	Helmet- Motorcycle Helmet Patent Leather Visor		
66	Each	Navy Blue Philadelphia style crush hat		
67	Each	Black Leather lined gloves w/knuckle protection		
68	Each	Black Cloth lined gloves w/knuckle protection		
69	Each	Black Leather unlined gloves w/knuckle protection		
70	Each	Black Cloth unlined gloves w/knuckle protection		
71	Each	Rain Gear-2 piece rain suit		
Subtotal Items 61-71				
CLASS C UNIFORMS				
72	Each	Long Sleeve Shirt-Blauer Streetgear Navy Blue		
73	Each	Long Sleeve Shirt-5-11 Tactical A Class-Navy Blue		
74	Each	Short Sleeve Shirt-Blauer Streetgear		
75	Each	Short Sleeve Shirt-5-11 Tactical A Class-Navy Blue		
76	Each	Uniform Trouser-Blauer Streetgear-Navy Blue		
77	Each	Uniform Trouser-5-11 Tactical B Class-Navy Blue		
78	Each	Baseball Style Hat-Navy Blue		
79	Each	Mock Neck Shirt-Black		
80	Each	Turtleneck-Black		
81	Each	External Vest Carrier		
82	Each	Duty Belt		
83	Each	Belt Keeps		
84	Each	Holster-Matte Black		
85	Each	Nylon Standard Handcuff Case		
86	Each	Nylon Standard Pepper Mace Case		
87	Each	Nylon Closed Top Double Magazine Pouch		
88	Each	Tactical Fleece Navy Blue		
Subtotal Items 72-88				
CROSSING GUARDS				
89	Each	Raincoat w/hood		
90	Each	Stretch knit gloves		
91	Each	Baseball cap		
92	Each	Beanie		
93	Each	Hand held stop sign		
94	Each	Safety vest		
95	Each	Summer Coat		
96	Each	Winter Coat		

ITEM NO.	QTY	DESCRIPTION OF ITEM	% DISCOUNT	\$ AMOUNT
			Subtotal Items 89-96	
BADGES/PATCHES AND HAT SHIELDS				
97	Each	Edison Police Department Shoulder Patches		
98	Each	Edison Crossing Guard Shoulder Patches-color		
99	Each	Edison Emergency Response Team Shoulder Patches-color		
100	Each	Edison Emergency Response Team Shoulder Patches-subdued blue		
101	Each	Edison Emergency Response Team Shoulder Patches-subdued green		
102	Each	Edison Police Department Patch (other)		
103	Each	Edison Police Motorcycle Squad Shoulder Patch		
104	Each	Edison Police Auxiliary Shoulder Patch		
105	Each	Patrolman Breast Badge		
106	Each	Detective Breast Badge		
107	Each	Detective Wallet Badge		
108	Each	Sergeant Breast Badge		
109	Each	Sergeant Wallet Badge		
110	Each	Lieutenant Breast Badge		
111	Each	Lieutenant Wallet Badge		
112	Each	Captain Breast Badge		
113	Each	Captain Wallet Badge		
114	Each	Deputy Chief Breast Badge		
115	Each	Deputy Chief Wallet Badge		
116	Each	Chief Breast Badge		
117	Each	Chief Wallet Badge		
118	Each	ID Case – to hold the Blackinton B2172 wallet badge or equivalent		
119	Each	Patrolman Hat Shield		
120	Each	Detective Hat Shield		
121	Each	Sergeant Hat Shield		
122	Each	Lieutenant Hat Shield		
123	Each	Captain Hat Shield		
124	Each	Chief/Deputy Hat Shield		
			Subtotal Items 97-124	
TRANSPORTATION DRIVERS/ANIMAL CONTROL PERSONNEL				
125	Each	Short Sleeve Staff Shirt		
126	Each	Long Sleeve Staff Shirt		
127	Each	Short Sleeve ACO/Staff Polo Shirt		
128	Each	Long Sleeve ACO/Staff Polo Shirt		
129	Each	5.11 Taclite Series Pro Pant		
130	Each	5.11 Taclite Series #64360		
131	Each	Carhartt Style #B290 Twill Work Pants		
132	Each	Carhartt Style #100095 100% Cotton Work Pants		

ITEM NO.	QTY	DESCRIPTION OF ITEM	% DISCOUNT	\$ AMOUNT
133	Each	Spring Jacket		
134	Each	Columbia Horizons Pine Interchange Jacket		
135	Each	5.11 Valiant Duty Jacket		
136	Each	Baseball Cap		
137	Each	Carhartt Style #C003 Winter Jacket		
138	Each	Carhartt Style #C95 Winter Jacket		
139	Each	Fleece Jacket		
140	Each	Ladies Pants #54505		
141	Each	Fleece-Ultra Club		
142	Each	Jacket Men's J792		
143	Each	Jacket Women's L792		
144	Each	Jacket Men's J331		
145	Each	Jacket Women's L331		
Subtotal Items 125 to 145				
EMBROIDERY AND SILKSCREENING				
146	Each	Embroidery of Patch or Logo – 3” Square		
147	Each	Embroidery of Name or Assignment “Rocker” – 4” area		
148a	Each	Silk Screening – 5x5 Area – 1 Color		
148b	Each	Silk Screening – 5x5 Area – 2 Color		
148c	Each	Silk Screening – 5x5 Area – 3 Color		
148d	Each	Silk Screening – 5x5 Area – 4 Color		
148e	Each	Silk Screening – 5x5 Area – 5 Color		
149a	Each	Silk Screening – 4x8 Area – 1 Color		
149b	Each	Silk Screening – 4x8 Area – 2 Color		
149c	Each	Silk Screening – 4x8 Area – 3 Color		
149d	Each	Silk Screening – 4x8 Area – 4 Color		
149e	Each	Silk Screening – 4x8 Area – 5 Color		
150a	Each	Silk Screening – 8x10 Area – 1 Color		
150b	Each	Silk Screening – 8x10 Area – 2 Color		
150c	Each	Silk Screening – 8x10 Area – 3 Color		
150d	Each	Silk Screening – 8x10 Area – 4 Color		
150e	Each	Silk Screening – 8x10 Area – 5 Color		
Subtotal Items 146 to 150e				
GRAND TOTAL				

Are any exceptions taken? YES NO

If yes, all exceptions shall be fully noted, explained and detailed on the "Exception to Public Bid" P-1(B).

SIGNATURE OF AUTHORIZED AGENT _____

TYPED NAME AND TITLE: _____

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

FEDERAL I.D. OR SOCIAL SECURITY NUMBER _____

PHONE NO.: _____ FAX NO. _____

E-MAIL _____

**EXCEPTIONS TO PUBLIC BID NO. 18-04-04
UNIFORMS AND EQUIPMENT-POLICE, CROSSING GUARDS,
TRANSPORTATION DRIVERS AND ANIMAL CONTROL
PERSONNEL**

(Attach additional sheets if necessary)



COMPANY NAME _____

FIRM QUALIFICATIONS
(Attach additional sheets if necessary)

COMPANY NAME _____

COMPANY LOCATIONS (if more than one, list principal location first)

COMPANY OVERVIEW, PRINCIPAL ACTIVITIES, ETC.

NUMBER OF EMPLOYEES _____

JOB CLASSIFICATION(S) OF EMPLOYEES _____

YEAR COMPANY WAS ESTABLISHED _____

**STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)**

NAME OF BUSINESS _____

ADDRESS OF BUSINESS _____

NAME OF PERSON COMPLETING THIS FORM _____

N.J.S.A 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, or all members in the limited liability company who own a 10% or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10% or more of the corporation's stock, or the individual partners owning 10% or greater interest in that partnership, or the members owning 10% or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner and member, exceeding the 10% ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the Federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the Federal Securities and Exchange commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10% or greater beneficial interest."

The Attorney general has advised that the provisions of N.J.S.A. 52:25-24.2 which refer to corporations and partnerships are intended to apply to all forms of corporations and partnerships, including but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

PART I

Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (Skip parts II and III, sign and notarize at the end)
- ☐ Non-Profit Corporation (Skip parts II and III, sign and notarize at the end)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership
- ☐ Limited Liability Company
- ☐ For-Profit Corporation (including Subchapters C and S or Professional Corporation)
- ☐ Other (be specific) _____

PART II

☐ I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class, or of all individual partners in the partnership who own a 10% or greater interest therein, or of all members in the limited liability company who own a 10% or greater interest therein, as the case may be.

OR

☐ I certify that no one stockholder in the corporation owns 10% or more of its stock, of any class, or no individual partner in the partnership owns a 10% or greater interest therein, or that no member in the limited liability company owns a 10% or greater interest therein, as the case may be.

**SIGN AND NOTARIZE THE FORM BELOW, AND IF NECESSARY, COMPLETE THE LIST BELOW
(ATTACH ADDITIONAL SHEETS IF MORE SPACE IS NECESSARY)**

Name:	Name:
Address:	Address:
Name:	Name:
Address:	Address:
Name:	Name:
Address:	Address:
Name:	Name:
Address:	Address:
Name:	Name:
Address:	Address:

PART III - Any Direct or Indirect Parent Entity which is Publicly Traded

[ONLY COMPLETE PART III IF BIDDER IS DIRECTLY OR INDIRECTLY PART OF A PUBLICLY TRADED PARENT ENTITY]

"To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent and, if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and h relevant page numbers of the filings that contain the information on each person that holds a 10% or greater beneficial interest."

☐ Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10% or greater beneficial interest.

OR

☐ Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND

☐ Submit here the relevant page numbers of the filings containing the information on each person holding a 10% or greater beneficial interest

<u> X </u> NOTARY PUBLIC Notary Public of My Commission expires _____ 20_____	Subscribed and sworn to me before this day _____ 20 _____ <u> X </u> AFFIANT/AUTHORIZED AGENT
--	--

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

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 proposal entitled _

_____, and that I executed the said proposal

(title of bid 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 name project; and that all statements contained in the said proposal and in this affidavit are true and correct, and made with full knowledge that the **Township of Edison** relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____

(name of Contractor)

X

NOTARY PUBLIC

Notary Public of
My Commission expires

_____ 20 _____

Subscribed and sworn to me before this day

_____ 20 _____

X

AUTHORIZED AGENT - FIRM

TOWNSHIP OF EDISON
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
PUBLIC BID NO. 18-04-04

COMPANY NAME _____

PART 1: CERTIFICATION

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX
AND THEN THIS CERTIFICATION MUST BE SIGNED BELOW**

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

PLEASE CHECK THE APPROPRIATE BOX:

☐ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is **listed** on the N.J. Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c.25 ("Chapter 25"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and**

SIGN AND COMPLETE THE CERTIFICATION BELOW.

OR

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in proposal being rendered as non-responsive and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

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

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

Name: _____ Relationship to Proposer: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Proposer Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Township of Edison is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of Edison and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

FULL NAME (PRINT): _____ **SIGNATURE:** _____

TITLE: _____ **DATE:** _____

CONSENT OF SURETY

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

TO: _____
(OWNER)

Re: _____
(CONTRACTOR)

(PROJECT DESCRIPTION)

This is to certify that the _____
(SURETY COMPANY)

will provide to _____ a performance bond in the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

(Authorized Agent of Surety Company)

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

ATTACHMENT "A"
CONTRACT AGREEMENT
(SAMPLE-NEED NOT TO COMPLETE)

THIS AGREEMENT, authorized by the Municipal Council on [] and effective as of the date signed by the Mayor is between the **TOWNSHIP OF EDISON**, COUNTY OF MIDDLESEX, STATE OF NEW JERSEY, party of the first part, and [], organized and existing under the laws of the State of New Jersey, duly authorized to conduct business in the State of New Jersey and having it's principal office at [], party of the second part.

WITNESSETH, that the said party of the second part, for and in consideration of the payments hereinafter specified and agreed to be made by the party of the first part, hereby covenants and agrees to furnish to the Township of Edison under **CONTRACT NO.** [], [] in an amount not to exceed \$[.00], as set forth in the Information for Bidders, Proposal, Specifications and Resolution #R. [] awarding this contract which are hereby made a part of this agreement as fully and with the same effect as if the same had been set forth at length in the body of the agreement, and will furnish said material or service required, **at no change in the unit price bid herein**, upon specified notice at any time during the period ending one year from the date of this Contract. The party of the second part agrees to make payment of all proper charges for materials required as aforementioned, and indemnify and save harmless the party of the first part, it's officers, agents and servants and each and every one of them against and from all suits and costs of every name and description and from all damages to which the said party of the first part may be put by reason to injury to person or property of others resulting from carelessness in the supplying of materials through any improper or defective machinery, implements or appliances used by the said party of the second part in the supply of materials, or through any act or omission of the part of the said party of the second part, or his agent or servant.

It is also agreed and understood that the acceptance of the final payment by the bidder shall be considered as a release in full of all claims against the Township of Edison, in the County of Middlesex, out of or by reason of the materials furnished under this contract.

In consideration of the promises the party of the first part hereby agrees to pay the party of the second part for said materials when supplies in accordance with these requirements, for the actual quantity of material furnished under each item scheduled in the proposal, at the respective unit prices bid therefore by the party of the second part, payments to be made within thirty (30) days after completion of the contract if lump sum, or delivery of material and/or services and upon certification of the Director of the Using Department.

IN WITNESS THEREOF: the said party of the first part has caused this instrument to be signed by its Mayor, attested by its Clerk, pursuant to a Resolution of the said party passed for the purpose. The party of the second part has caused this instrument to be signed by its Chairman/Owner/President and attested; has its corporate seal to be hereunto affixed, if applicable.

TERM: This agreement will remain in effect for a period of one (1) year from the date of the contract or until the depletion of the maximum dollar amount allotted for this contract. If the maximum dollar amount is depleted prior to the one year contract term, additional funds may be authorized by the council to complete the one year term of the contract at their discretion, or this contract may be rebid, whichever is in the best interest of the Township.

(SAMPLE CONTRACT-NEED NOT TO COMPLETE)

18-04-04

CONTRACT NUMBER

UNIFORMS AND EQUIPMENT-POLICE, CROSSING GUARDS, TRANSPORTATION DRIVERS

AND ANIMAL CONTROL PERSONNEL

CONTRACT TITLE

FOR THE TOWNSHIP:

FOR THE VENDOR:

Thomas Lankey – Mayor

Company Name

Date

Address

Cheryl Russomanno
Township Clerk

Telephone No.

Date

Vendor Signature

Print Name/Title

Email Address

Date

Enter your taxpayer identification number below. For individuals and sole proprietors, this is your social security number. For other entities, it is your employer identification number.

Employee I.D. #

S.S. #