

TOWNSHIP OF GLOUCESTER
COUNTY OF CAMDEN, NEW JERSEY

NOTICE TO BIDDERS

NOTICE: is hereby given that sealed proposals/qualifications for the purchase of:

REPLACEMENT OF PHONE SYSTEM AND CARRIER SERVICES

SPECIFICATIONS can be viewed on our web page at glotwp@glotwp.com.

Qualifications/Proposals will be received no later than 11:00 A.M., Wednesday, March 28, 2012 at the Municipal Building, 1261 Chews Landing Road, Laurel Springs, NJ 08012

Qualifications/Proposals must be addressed to Rosemary DiJosie, Township Clerk, P.O. Box 8, Blackwood, NJ 08021.

Qualifications/Proposals must be labeled "Replacement of Phone System and Carrier Services" and be in a sealed envelope.

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

The successful firm will be required to enter into an agreement with the municipality.

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

Information on Affirmative Action Program requirements is available at the Office of the Township Clerk.

**REQUEST FOR PROPOSAL FOR THE
REPLACEMENT OF PHONE SYSTEM AND
CARRIER SERVICES**

THE TOWNSHIP OF GLOUCESTER

SUBMISSION DEADLINE

**11:00 A.M.
Wednesday
March 28, 2012**

ADDRESS ALL PROPOSALS TO:

**Thomas C. Cardis
Business Administrator
1261 Chews Landing
Laurel Springs, NJ 08021**

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING PROPOSAL

The Township of Gloucester, NJ

CONTACT PERSON

Thomas Cardis
Business Administrator
856-228-4000

PURPOSE OF REQUEST

The Township of Gloucester is requesting proposals from qualified individuals and firms to replace its existing premise-based PBX at the Municipal Building/Police Department location and a variety of small phone systems at Public Works and the Recreation Center. The Township also seeks to improve how carrier services are delivered to and between township locations.

All Proposers are **strongly urged** to submit any questions to Thomas Cardis, Business Administrator via e-mail at tcardis@glotwp.com prior to Wednesday March 21. Questions submitted after March 21, will NOT receive responses.

PERIOD OF CONTRACT

The term of the contract that results from this RFP shall be from date of award for a Three (3) year to Five (5) year period for products that will be invoiced on a monthly basis such as voice and data circuits, equipment charges and maintenance agreements.

METHOD OF PAYMENT

PROCEDURE FOR PAYMENT OF BILLS

The Contractor shall bill on a monthly basis for work performed pursuant to this contract, including interim bills, final bills and bills for the release of retainage.

The Contractor shall submit its bill only on the Township's periodic billing date.

Either party to this Contract may demand that a dispute concerning whether a party has failed to make payments pursuant to the provisions of N.J.S.A. 2A:30A-1 et. seq., be submitted to non-binding mediation.

CONTRACT FORM

The successful proposer shall be required to execute the Township's form contract, which includes the indemnification, insurance, termination and licensing provisions set forth in this RFP.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the Township arising out of, or by reason of, the work done and materials furnished under this Contract.

DETAILED REQUIREMENTS OF THE

REQUEST FOR PROPOSAL FOR Gloucester Township Voice Solution & Carrier Services

- 1. NATURE OF SERVICES –The Township of Gloucester is requesting proposals from qualified individuals and firms to replace its existing premise-based PBX at the Municipal Building/Police Department and phone systems at the Public Works building and the Recreation Center. The Township also seeks to improve how carrier services are delivered to and between township locations.**

- 2. GENERAL REQUIREMENTS OF PROPOSAL - Proposers should submit a proposal which contains the following:**
 - A.** Proof of professional liability insurance;
 - B.** Proof of any necessary professional license or certification from the State of New Jersey for all professionals assigned to the engagement;
 - C.** Statement that the firm has Workers' Compensation and Employer's Liability Insurance in accordance with New Jersey law;
 - D.** Statement that neither the firm nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency;
 - E.** A description of the proposer's office location and an explanation of the proposer's availability for meetings, conferences, training and emergency response at the Township's facilities;
 - F.** An Affirmative Action Statement(copy of form attached);
 - G.** A completed Non-Collusion Affidavit (copy of form attached);
 - H.** A completed Owner Disclosure Statement (copy of form attached);
 - I.** A statement that the proposer will comply with the General Terms and Conditions required by Township and enter into the Township's standard Professional Services Contract;
 - J.** A copy of the proposer's Business Registration Statement.
 - K.** A representation that all services will be performed within the United States of America.

3. SPECIALIZED REQUIREMENTS OF TECHNICAL PROPOSAL –

A. Current Scenario

The Gloucester Township government currently receives voice and internet services at multiple locations in the Township and maintains several phone systems. Below is a list of locations and associated numbers of personnel and existing voice services:

The Township is soliciting proposals to replace its existing premise-based PBX at the Municipal Building/Police Department location and small phone systems at Public Works & the Receptions Center. The Township is interested in one of three options for a voice solution; a hosted IP PBX, a premise-based solution or a hybrid approach. The Township also seeks proposals to improve how carrier services are delivered to and between township locations.

Municipal Building/Police Department – 1261 Chews Landing Road, Laurel Springs, NJ 08012

Main Branch Phone #: 856-228-4000

Main Fax #: 856-374-3528

These locations currently share a PBX that serves municipal services and the police department. For PBX proposals, the new system should have the capacity to receive 2 PRIs, 8 analog lines. The capacity of the system should support 160 digital extensions, 32 analog extensions and 145 phone users.

Municipal Building

Users – Standard Phones: 58

Conference Phones: 1

Reception Phones: 1

Police Department

Users – Standard Phones: 84

Conference Phones: 1

Reception Phones: 1

Existing Phone Service

2 VoiceT-1s

POTS – 5 lines

Approximate Usage (monthly):

Dedicated (T-1):	Local –	9,800 minutes
	IntraLata –	7,500 minutes
	IntraState –	1,225 minutes
	InterState –	1,625 minutes

Switched (POTS):	Local –	1,700 minutes
	IntraLata –	495 minutes
	IntraState –	45 minutes
	InterState –	50 minutes

Remote Locations

15 South Black House Pike – 3 POTS (usage included above)

1571 Hider Lane – 5 POTS (no usage)

127 Victor Avenue – 1 POTS (no usage)

1600 Broadacres – 6 POTS (usage included above)

2900 Erial Road – 3 POTS (usage included above)

8 Sagebrush Lane – 1 POTS (no usage)

37 Concord – 1 POTS (no usage)

800 Hickstown Road – 1 POTS (no usage)

3rd Avenue – Hillman House – 2 POTS (no usage)

Additional Billing Telephone Numbers

Police Department – 1261 Chews Landing Road, Laurel Springs, 08012

Main Phone #: 856-228-4500

Existing Phone Service:

POTS – 19 Lines

Centrex – 6 Lines

CustoFlex2100 – 8 Lines

Approximate Local Usage (monthly): 2031 Message Units/1874 calls

IntraLata: 90 minutes

Add'l Phone #: 856-374-0070

PBX Trunks – 1

POTS – 4 Lines

Caller ID – 1

Caller ID – Number Only

Non-published Number – 1

Directory Listing – 1

Usage – None

Location – Public Works, 1729 Erial Road, Gloucester Township, NJ 08081

Phones – 13

Existing Phone Service: 3 Off-premise Extensions connected to PBX at Municipal Building

Location – Recreation Center, 80 Broadacres Drive, Gloucester Township, NJ

Phones – 6

Existing Phone Service: 3 Off-premise Extensions connected to PBX at Municipal Building

Location – 3 Bamboo Court, Gloucester Township, NJ 08081

POTS – 1 Line

Usage – None

Location – 322 Carol Avenue, Gloucester Township, NJ 08012

POTS – 1 Line

Usage – None

Location – 1 Ashby Court, Laurel Springs, NJ 08021

POTS – 1 Line

Usage – Local – 23 Message Units/23 Calls

LD – 2 minutes

B. Features & Functionality Required

1. Three-digit dialing between locations (with no additional cost per call incurred between the branches).
2. Each site's current main number should be directed to a customizable, menu-driven greeting system. The greeting system must have the ability to be updated remotely.
3. Direct inward dialing must be available at all staff locations (except for those listed below). Each of these phones will need voice mail access and multiple options for away messages. Each of these phones should have caller ID enabled.
4. A solution for the integration of fax lines for fax to email and fax to desktop is requested
5. A solution for unified messaging is requested (e.g. voice messages delivered to an email address as .wav or other audio file).
6. The system should provide an administrative portal for Moves, Adds, Changes and Deletions of users, ring groups and call routing. Administrative training is also required.
7. Message on hold feature is required
8. Overhead paging and speaker system accessible through the phone system is desired.
9. The system should have at least a four-party conference calling feature.
10. Provisions for 24/7 technical support

C. Necessary Qualifications – the prospective vendor must meet or exceed the following minimum qualifications:

1. To have been in business for at least 5 years – provide name and address of firm and location(s) that will be supporting the project.
2. To have provided voice solutions to public sector clients – provide project descriptions for no more than three similar clients performed during the past five years.
3. Provide resumes (including certifications and training) of key personnel who will be involved in designing the solution and managing the project.
4. Provide an organizational chart identifying key personnel.
5. Provide five public sector references of similar size and scope

D. Cost Proposal

All vendors submitting a proposal should include all installation and equipment costs including any needed cabling, routers, switches, etc. Proposals should clearly differentiate between one-time installation or equipment costs, monthly recurring costs, and usage charges for each component.

E. Selection Criteria

1. Qualifications of the individuals who will perform the essential tasks of the installation and ongoing project support
2. Adherence to the technical specifications
3. Experience and references
4. Ability to perform the task in a timely fashion, including staffing and familiarity with the subject matter; and
5. Cost competitiveness

4. **PAYMENT SCHEDULE:**

The services provided under this agreement shall be paid for monthly by the Township, payable after the services are completed and the invoice is submitted and approved by the Township. Purchasing will then match the invoice with the voucher, receiving report and purchase order. After all paperwork is reviewed the voucher will be prepared for payment.

5. **LICENSING:**

If the successful proposer or any of its subcontractors is required to maintain a license in order to perform the services which are the subject of this contract, then prior to the effective date of this contract, and as a condition precedent to its taking effect, the successful proposer shall provide to the Township a copy of all current licenses to operate in the State of New Jersey. All licenses shall be current and in good standing and shall not be subject to any current action to revoke or suspend.

Successful proposer shall notify the Township immediately in the event of suspension, revocation or any change in status (or in the event of initiation of any action in status) of license or certification held by the successful proposer or its agents and/or subcontractors. The successful proposer shall during the term of the contract, provide Township with proof of renewal of any license for any of proposer's employees, which renewals occur during the term of the contract.

6. **INDEMNIFICATION:**

The successful proposer shall be responsible for, shall keep, save and hold the Township harmless from, and shall indemnify the Township against any claim, loss liability, expense (specifically including but not limited to costs, counsel fees, and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the successful proposer's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the successful proposer's failure to provide for the safety and protection of its employees, or from the successful proposer's performance or failure to perform pursuant to the terms and provisions of this contract.

The successful proposer's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

7. INSURANCE:

The successful proposer shall maintain general liability, automobile liability, and Worker's Compensation Insurance in amounts and with companies deemed satisfactory by the Township.

The insurance company must be licensed to do business in the State of New Jersey and be in compliance with any and all applicable requirements of the State of New Jersey.

The successful proposer shall, simultaneously with the execution of a contract, deliver certifications of said insurance to the Township, naming the Township as an additional insured.

8. APPLICABLE LAW:

The terms and provisions of this contract shall be construed pursuant to the laws of the State of New Jersey.

9. INDEPENDENT CONTRACTOR STATUS

The parties acknowledge that the successful proposer is an independent contractor and is not an agent of the Township.

10. TERMINATION:

Any contract entered into by and between the Township and the successful proposer may be terminated as follows:

- A. If successful proposer and/or any of its employees and/or agents are required to be licensed and/or registered in order to perform the services which are the subject of this or any agreement thereof, then the agreement shall be terminated in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the contractor's license and/or registration suspended or revoked, or in the event that such entity has revoked or suspended said license or denied such registration. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.
- B. The Township shall have the right, in its sole discretion, to declare this agreement terminated in the event of any material breach of this agreement by the successful proposer. Such termination shall be effective upon the expiration of ten calendar (10) days' notice to the successful proposer. However, the Township shall not have the right to declare the contract terminated in the event the vendor cures said breach within the notice period.
- C. The Township may terminate this Contract any time without cause by 90 days' written notice in writing from the Township to the Contractor only in the event the Township shall have issued during the term of this contract and any renewal hereof at least two written notices of separate material breaches of the contract by Contractor that Contractor has NOT cured in a timely manner.
- D. Termination shall not operate to affect the validity of the indemnification provisions of this agreement, nor to prevent the Township from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, 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 set off until such time as the exact amount of damages due the Township from the Contractor is determined.

11. **COST PROPOSAL** - Proposers should submit a cost proposal which would include all details of any fees to be paid to proposer. The Township does not provide payment for or reimbursement for travel expenses.

12. **DISCUSSIONS WITH PROPOSERS** – An oral presentation by a proposer to clarify a proposal may be required at the sole discretion of the Township. However, the Township may award a contract based on the initial proposals received without discussion with the proposer. If oral presentations are required, they will be scheduled after the submission of proposals. Proposer will not be compensated for making the presentation.

13. **PROPOSAL EVALUATION** - Township will select the most advantageous proposal based on all of the evaluation factors set forth at the end of this RFP. However, cost is important to the Township. The Township will make the award that is in the best interest of the Township based on cost and other considerations.

Each proposal must satisfy the objectives and requirements detailed in this RFP. The features of the proposal, considered together with its economic and other benefits, will form the basis for the evaluation process.

The successful proposer shall be determined by an evaluation of the total content of the proposal submitted. The Township reserves the right to:

- a. Not select any of the proposals.
- b. Select only portions of a particular proposer's proposal for further consideration (however, proposers may specify portions of the proposal that they consider "bundled".)
- c. Award a contract for the requested services at any time within 60 days of the selection of the most advantageous proposal. Every proposal should be valid through this time period.

The Township may require proposers to demonstrate any services described in their proposal prior to award

14. **PROPOSAL LIMITATIONS** - This RFP is not intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the Township by issuance of this RFP. The Township reserves the right at the Township's sole discretion to refuse any proposal submitted.

15. **USE OF INFORMATION** - Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like ("Information") furnished or disclosed by the Township to the proposer in connection with this RFP shall remain the property of the Township. When in tangible form, all copies of such information shall be returned to the Township upon request. Unless such information was previously known to the proposer, free of any obligation to keep it confidential, or has been or is subsequently made public by the Township or a third party, it shall be held in confidence by the proposer, shall be used only for the purposes of this RFP, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

16. **PROPRIETARY INFORMATION** – Any proposal submitted may become public information. Proprietary information such as client lists and non-public financial statements may be protected under limited circumstances. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Proposers must clearly identify in the proposal any specific proprietary information they request be protected. Proposals may be reviewed and assessed by any person at the discretion of the Township. All materials submitted become the property of the Township and may be returned only at the Township's option.

17. **GENERAL TERMS AND CONDITIONS** –

- A. The Township reserves the right to reject any or all proposals, if necessary, or to waive any informalities in the proposals, and unless otherwise specified by the proposer, to accept any item, items or services in the proposals should it be deemed in the best interest of the Township to do so.
- B. In case of failure by the successful proposer, the Township may procure the articles or services from other sources, deduct the cost of the replacement from money due to the proposer under the contract, and hold the proposer responsible for any excess cost occasioned thereby.
- C. The Proposer or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the Township harmless from, shall indemnify and shall defend the Township against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the proposer's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the proposer's failure to provide for the safety and protection of its employees, or from proposer's performance or failure to perform pursuant to the terms and provisions of this Contract. The proposer's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.
- D. The proposer shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General and Automobile Liability and shall be subject to approval for adequacy of protection.
- E. Each proposal must be signed by the person authorized to do so.
- F. Where applicable, payments will be made upon the approval of vouchers submitted by the successful proposer in accordance with the requirements of the Township Council and subject to the Township Council's standard procedures.
- G. The Township is exempt from any State sales tax or Federal excise tax. In submitting its proposal, the proposer certifies that its total base proposal does not include any NJ State Sales Tax.
- H. Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to proposers. In the case of mailed proposals, the Township assumes no responsibility for proposals received after the designated date and time and will return late proposals unopened.

- I. In accordance with Affirmative Action Law, P.L. 1975, c.127 (N.J.A.C. 17:27) with implementation of July 10, 1978, successful bidder must agree to obtain individual employer certification and number and complete Affirmative Action employee information report (form AA-302). Also, during the performance of this contract, the contractor agrees as follows: (a) The contractor or subcontractor where applicable, will not discriminate against any employee because of age, race, creed, color, national origin, ancestry, marital status or affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and section for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause: (b) the contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex or handicap; (c) the contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice; (d) the contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the treasurer pursuant to the P.L. 1975, c.127, as amended and supplemented from time to time.
- J. All services shall be performed within the United State of America.
- K. All proposals submitted shall include in the price any applicable permits or fees required by any other government entity that has jurisdiction to require the same.
- L. By submission of the proposal, the proposer certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and the successful proposer shall, at its expense, defend any and all actions or suits charging such infringement, and will save the Township harmless in any case of any such infringement.
- M. No proposer shall influence, or attempt to influence or cause to be influenced, any Township officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- N. No proposer shall cause or influence, or attempt to cause or influence, any Township officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the proposer or any other person.
- O. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the Township purchasing agent's decision shall be final and conclusive.
- P. The Township shall not be responsible for any expenditure of monies or other expenses incurred by the proposer in making its proposal.
- Q. Any prospective proposer who wishes to challenge a proposal specification shall file such challenges in writing with the Township Business Administrator no fewer than Three (3) business days prior to the opening of the proposals. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of the contract.

- R. The checklist, affidavits, notices and the like presented at the end of this Request for Proposal are a part of this Request for Proposal and shall be completed and submitted as part of this proposal.

END OF GENERAL INSTRUCTIONS

REQUEST FOR PROPOSAL CHECKLIST

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL:

**Please initial below, indicating that your proposal includes the itemized document.
A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL.**

INITIAL
BELOW

- A. An original with Five (5) signed copies of your complete proposal. _____
- B. Non-Collusion Affidavit properly notarized _____
- C. Public Disclosure Statement, properly notarized, listing the names of all persons owning ten (10) percent or more of the proposing entity. _____
- D. Authorized signatures on all forms. _____
- E. Business Registration Certificate(s) **Must be submitted prior to award** _____

Note: N.J.S.A 52:32-44 provides that the Township shall not enter into a contract for goods or services unless the other party to the contract provides a copy of its business registration certificate for the State of New Jersey, and the business registration certificate of any subcontractors, at the time that it submits its proposal. The contracting party must also collect the state use tax where applicable.

**THE UNDERSIGNED HEREBY ACKNOWLEDGES
THE ABOVE LISTED REQUIREMENTS.**

NAME OF PROPOSER:

Person, Firm or Corporation

BY: _____ (NAME) TITLE)

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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 Township employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted Township 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 three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the 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.**

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
Gloucester Township

ss:

I AM _____

OF THE FIRM OF

UPON MY OATH, I DEPOSE AND SAY:

1. THAT I EXECUTED THE SAID PROPOSAL WITH FULL AUTHORITY SO TO DO;
2. THAT THIS PROPOSER HAS NOT, DIRECTLY OR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FAIR AND OPEN COMPETITION IN CONNECTION WITH THIS ENGAGEMENT;
3. THAT ALL STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THIS AFFIDAVIT ARE TRUE AND CORRECT, AND MADE WITH FULL KNOWLEDGE THAT THE Township 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 ENGAGEMENT; AND
4. THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED TO SOLICIT OR SECURE THIS ENGAGEMENT AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE, EXCEPT BONA FIDE EMPLOYEES OR BONA FIDE ESTABLISHED COMMERCIAL OF SELLING AGENCIES OF THE PROPOSER. (N.J.S.A.52: 34-25)

SUBSCRIBED AND SWORN TO

BEFORE ME THIS _____ DAY

OF _____ 20 _____.

(TYPE OR PRINT NAME OF
AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF

MY COMISSION EXPIRES: _____

