

# ORANGE POLICE DEPARTMENT: POLICE UNIFORMS

## NOTICE TO BIDDERS

Sealed bids will be received by the City of Orange Township, Orange, New Jersey, **at City Hall, 29 North Day Street, Orange, New Jersey in ROOM 206, 2nd Floor, on Thursday, July 2, 2020 11:00 A.M.** at prevailing time at which time they shall be opened and publicly read aloud for: **PURCHASE OF POLICE DEPARTMENT UNIFORMS.**

Bids will be received at the hour named above. Bids may be presented in person or mailed to the above address to arrive by the date and time sealed bids will be accepted by the City of Orange Township. **THE CITY OF ORANGE TOWNSHIP WILL NOT BE RESPONSIBLE FOR MAILED BIDS NOT RECEIVED BY 11:00 A.M. ON THURSDAY, JULY 2, 2020. MAILED BIDS MUST CLEARLY IDENTIFY “BID FOR PURCHASE OF POLICE DEPARTMENT UNIFORM” IN THE LOWER LEFT CORNER OF THE ENVELOPE.**

Bidders are expected to be familiar with specifications and requirements therein contained. Bidders are required to comply with the requirements of P.L. 1975, ch. 127 (N.J.A.C. 17:27 et seq.).

Bidders must comply with the requirements of N.J.S.A. 10:5-31 et seq., and Affirmative Action requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27 et seq.).

Bidders seeking the award of this contract must also be registered with the State of New Jersey pursuant to the New Jersey Business Registration Act. A certificate showing proof of registration must be included in all bid proposals.

Bidders must also comply with the “Local Unit Pay to Play Law” (P.L. 2004, c. 19, as amended by P.L. 2005, c.51).

Bidders may obtain specifications and proposal forms on the city website [www.ci.orange.nj.us](http://www.ci.orange.nj.us) / click on Business, then Bids and Solicitations to access information or call 973-266-4111 extension 5003. Potential bidders are required to meet with the Orange Police Department prior to submitting a bid, as to have the uniform needs clearly explained and to obtain other relevant information.

Bids shall be submitted on the forms provided and shall be in accordance with the specifications contained in the General Conditions and Instructions to Bidders and other bidding documents. **All bids must be submitted in a sealed envelope** clearly marked on the outside, “BIDS FOR PURCHASE OF POLICE DEPARTMENT UNIFORMS.”

Bidders must use and fully complete the proposal pages included with specifications furnished by the owner with all requirements attached thereto, including the following listed items. Failure to do so will constitute grounds for disqualification.

1. References (experience record of the bidder);
2. Bid Proposal Form;
3. Non-Collusion Affidavit;

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4. Consent of Surety;
5. Performance Bond (submitted by successful bidder after notification of award);
6. Stockholders Disclosure Statement;
7. Affirmative Action Information and/or Affidavit;
8. Bidders Affidavit;
9. Hold Harmless Agreement; and
10. Business Registration Certificate;
11. Addenda acknowledge of receipt.

Quantities of items are approximate. Price must be written in words and figures. Where discrepancies occur, the words will be taken as final.

Prices quoted in all bids shall be exclusive of all Federal State and local taxes from which the City of Orange Township is exempt. The City of Orange Township Tax Exempt ID# is 22-6003178.

Upon request of the City of Orange Township, bidders will also be required to provide samples within one (1) week of receipt of the bid. N.J.A.C. 5:34-9.2 (c) states, "where a bidder submits an equivalent, it shall be the responsibility of the bidder to document the equivalence claim." Failure to do so shall be grounds for rejection.

The City of Orange Township, Orange Police Department, reserves the right to reject any or all bids, waive any informalities and to accept a bid that in its judgment will be for the best interest of all.

Dwayne D. Warren, Mayor  
City of Orange Township  
Orange, New Jersey

Todd R. Warren  
City of Orange Township  
Department of Police  
Orange, New Jersey

**SPECIFICATIONS FOR  
PURCHASE OF POLICE DEPARTMENT UNIFORMS  
CITY OF ORANGE TOWNSHIP  
DEPARTMENT OF POLICE**

**I. Intent**

It is the intent of these specifications for the purchase of Police Department Uniforms for personnel (sworn officers, civilians and crossing guards) assigned to the City of Orange Township, Department of Police.

**II. Uniforms**

**1. Description:**

ITEM

Headdress (Cap)  
Long & Short Sleeve Button Down Shirts  
Long & Short Sleeve Bicycle Shirt  
Long Sleeve BDU Shirt  
Trousers/Pants  
Bicycle Pants  
Footwear  
Foul Weather Overshoes (pair)  
Whistle  
Vest (Crossing Guards)  
Green Jackets (Crossing Guards)  
Tie  
Tie Bar  
Insignia & Stripes  
V-Neck Commando Sweater  
Dress Coat  
Jackets  
Reversible Raincoat  
Reversible Rain Cap  
Gloves

**III. Uniform Fitting and Issue:**

Articles of uniform shall be picked up at the vendor's location.

The fittings shall be performed at the location of the vendor. Alterations will be included in the price.

Upon issue of the article of uniform, each employee will examine the product provided and try on to verify and satisfy. Payment will be based solely on the satisfaction of articles of uniform provided.

**IV. Additional Charges:**

During the term of this contract, the bidder agrees to provide the aforementioned purchases with no additional charges. There will be no additional or supplementary fees allowed for preparation, adding or removing insignia and stripes, delivery, etc. of articles of clothing.

**V. Methodology of Award:**

Contract will be awarded to the lowest responsible bidder based upon the total estimated cost for the total contract. **City reserves the right to order from successful bidder the amount it so determines necessary to meet its needs. Said amount may be less than estimated quantities represented herein.**

Pricing on items on bid proposal is one price regardless of sizes.

Period of contract is for two (2) years.

All merchandise delivered shall meet proper test and in the event that any imperfections be discovered, the acceptance of such article of clothing shall not be considered as waiver of any such defects, and the Bidder shall agree to replace such defective merchandise immediately on notice of such defect or imperfection at no extra cost.

All merchandise delivered under any contract entered into shall be free of any and all Federal or State taxes, which said tax, if any, is to be assumed and paid by the Bidder.

All shipping charges for goods that are purchased or returned are the responsibility of vendor.

**BID PRICE IS TO BE GUARANTEED AGAINST RISE FOR DURATION OF THE CONTRACT.**

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## PROPOSAL FORM

ARTICLES OF UNIFORM - Estimate:

<u>ITEM</u>	<u>UNIT</u> <u>COST</u>	<u>ESTIMATED</u> <u>QUANTITY</u>	<u>ESTIMATED</u> <u>COST</u>
<b>POLICE OFFICERS</b>			
Headdress (Cap) – Class “B”	\$ _____	75	\$ _____
Headdress (Cap) – Class “A”	\$ _____	N/A	\$ _____
Long Sleeve Button Down Shirt	\$ _____	375	\$ _____
Short Sleeve Button Down Shirt	\$ _____	375	\$ _____
Long Sleeve Bicycle Shirt	\$ _____	4	\$ _____
Short Sleeve Bicycle Shirt	\$ _____	4	\$ _____
Long Sleeve BDU Shirt	\$ _____	20	\$ _____
Trousers – Class “B”	\$ _____	75	\$ _____
Trousers – Class “A”	\$ _____	75	\$ _____
Bicycle Pants – Standard – Bike Unit	\$ _____	4	\$ _____
Bicycle Pants –Zip-Off Leg–Bike Unit	\$ _____	4	\$ _____
BDU Pants	\$ _____	300	\$ _____
Footwear – Leather Oxford	\$ _____	75	\$ _____
Leather Bike Shoes – Bike Unit	\$ _____	2	\$ _____
Overshoes – 11”	\$ _____	75	\$ _____
Boot – Leather /Nylon – High Cut	\$ _____	N/A	\$ _____
Boot – Leather/Nylon – Mid-Cut	\$ _____	75	\$ _____
Tie, Class “B”	\$ _____	75	\$ _____
Tie, Class “A”	\$ _____	N/A	\$ _____
Tie Bar	\$ _____	75	\$ _____
Insignia- Metal, Mini, Gold Plated			
Clutch Back	\$ _____	75	\$ _____
- Regular, Knurled, Gold			
Plated	\$ _____	75	\$ _____
- Cloth-Polyester	\$ _____	N/A	\$ _____
Cloth Chevron	\$ _____	0	\$ _____
Cloth Service Stripe	\$ _____	300	\$ _____
Dress Coat	\$ _____	75	\$ _____
Commando Sweater	\$ _____	75	\$ _____
Hip-Length Duty Jacket - Waterproof	\$ _____	75	\$ _____
Motorcycle Jacket	\$ _____	1	\$ _____
Bicycle Jacket	\$ _____	2	\$ _____
Reversible Raincoat	\$ _____	75	\$ _____
Reversible Rain Cap	\$ _____	75	\$ _____
Dress Gloves – Class “A” (pair)	\$ _____	300	\$ _____
Duty Gloves	\$ _____	N/A	\$ _____
Bike Gloves	\$ _____	2	\$ _____
<b>POLICE CHAPLAINS</b>			
Jacket	\$ _____	2	\$ _____
Long sleeve polo shirt	\$ _____	2	\$ _____

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## ARTICLES OF UNIFORM continued

<u>ITEM</u>	<u>UNIT</u> <u>COST</u>	<u>ESTIMATED</u> <u>QUANTITY</u>	<u>ESTIMATED</u> <u>COST</u>
<b>CROSSING GUARDS</b>			
Winter Coat	\$ _____	25	\$ _____
Long Sleeve Button Down Shirt	\$ _____	50	\$ _____
Short Sleeve Button Down Shirt	\$ _____	50	\$ _____
Pants	\$ _____	50	\$ _____
Skirt	\$ _____	10	\$ _____
Footwear – Leather Oxford	\$ _____	25	\$ _____
Whistle	\$ _____	25	\$ _____
Tie	\$ _____	25	\$ _____
Hats	\$ _____	25	\$ _____
Vest	\$ _____	25	\$ _____
Stop Sign	\$ _____	25	\$ _____
Green Jacket	\$ _____	25	\$ _____
Raincoat	\$ _____	25	\$ _____
<b>POLICE AIDES</b>			
Winter Coat	\$ _____	2	\$ _____
Reversible Raincoat	\$ _____	2	\$ _____
Reversible Rain Cap	\$ _____	2	\$ _____
Footwear – Leather Oxford	\$ _____	2	\$ _____
Long Sleeve Button Down Shirt	\$ _____	4	\$ _____
Short Sleeve Button Down Shirt	\$ _____	4	\$ _____
Pants	\$ _____	4	\$ _____
<b>COURT SCREENER</b>			
Long Sleeve Button Down Shirt	\$ _____	2	\$ _____
Short Sleeve Button Down Shirt	\$ _____	2	\$ _____
Pants	\$ _____	2	\$ _____
Footwear – Leather Oxford	\$ _____	1	\$ _____
<b>COMMUNICATIONS OPERATORS</b>			
Long Sleeve Button Down Shirt	\$ _____	32	\$ _____
Short Sleeve Button Down Shirt	\$ _____	24	\$ _____
Pants	\$ _____	16	\$ _____
Sweater	\$ _____	8	\$ _____
<b>PARKING VIOLATIONS OFFICER</b>			
Winter Coat	\$ _____	1	\$ _____
Reversible Raincoat	\$ _____	1	\$ _____
Reversible Rain Cap	\$ _____	1	\$ _____
Long Sleeve Button Down Shirt	\$ _____	2	\$ _____
Short Sleeve Button Down Shirt	\$ _____	2	\$ _____
Pants	\$ _____	2	\$ _____
Footwear – Leather Oxford	\$ _____	2	\$ _____

**ORANGE POLICE DEPARTMENT: POLICE UNIFORMS**

**ESTIMATED ANNUAL COST** \$ \_\_\_\_\_

**(TO BE COMPLETED AND RETURNED WITH BID)**

**BID PROPOSAL FORM**

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Description of items/service being bid

\_\_\_\_\_ \$ \_\_\_\_\_  
(Total Bid Amount in Words) (Total in Figures)

The undersigned is a (Corporation)  
(Partnership) under the laws of the State of \_\_\_\_\_ having  
(Individual)

its principal office at \_\_\_\_\_.

\_\_\_\_\_ Federal I.D. # or Social Security #  
Company Name

\_\_\_\_\_ Address

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Signature of Authorized Agent

Type or Print Name

\_\_\_\_\_ Telephone Number

\_\_\_\_\_ Date

(SEAL IF BID IS BY CORPORATION)

\_\_\_\_\_ Telephone Number

\_\_\_\_\_ Date

(SEAL IF BID IS BY CORPORATION)

**ORANGE POLICE DEPARTMENT: POLICE UNIFORMS**

(TO BE COMPLETED AND RETURNED WITH PROPOSAL)

**CONSENT OF SURETY**

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

To: \_\_\_\_\_  
(Owner)

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

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

This is to certify that the \_\_\_\_\_  
(Surety Company)

is licensed to conduct business in the State of New Jersey and will provide to

\_\_\_\_\_ a performance bond which is  
(Contractor)

made a condition of this contract in the full amount of said contract if awarded.

\_\_\_\_\_  
Authorized Agent of Surety Company

**CERTIFICATE OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A SURETY COMPANY AND BY THE INDIVIDUAL OR COMPANY SUBMITTING THE PROPOSAL.**



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**TO BE COMPLETED AND RETURNED WITH PROPOSAL**

**STOCKHOLDER DISCLOSURE AFFIDAVIT**

**Name of Business:** \_\_\_\_\_

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Check and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: \_\_\_\_\_

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

\_\_\_\_\_

Name: \_\_\_\_\_

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

\_\_\_\_\_

Name: \_\_\_\_\_

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

\_\_\_\_\_

Name: \_\_\_\_\_

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

\_\_\_\_\_

Name: \_\_\_\_\_

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

\_\_\_\_\_

Name: \_\_\_\_\_

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

\_\_\_\_\_

Subscribed and sworn before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
(Notary Public)

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Print Name & Title of Affiant)

(Corporate Seal)

**ORANGE POLICE DEPARTMENT: POLICE UNIFORMS**

TO BE COMPLETED AND RETURNED WITH PROPOSAL

**PROCUREMENT AND SERVICE CONTRACTS  
LANGUAGE "A"**

In the event that you or your Contractor is awarded this contract, our office upon award will send the necessary additional forms. These should be submitted within seven (7) days of notification. (Proposals are required to comply with the requirement of N.J.S.A. 10:5-31 et seq., codified at N.J.A.C. 17:27-1-1 et seq.)

- 1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).  
OR
- 2. A photocopy of approved Certificate of Employee Information Report.  
OR
- 3. An Affirmative Action Employee Information Report (Form AA302).  
OR
- 4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency Proposal threshold (available upon request).

**NO CONTRACTOR MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, C.127.**

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The following questions must be answered by all Proposals:

- 1. Do you have a federally-approved or sanctioned Affirmative Action Program?

Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, please submit a copy of such approval.

- 2. Do you have a Certificate of Employee Information Report Approval?

Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, please submit a copy of such certificate

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, C.127 and agrees to furnish the required documentation pursuant to the law.

COMPANY \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

NOTE: A contractor's Proposal must be rejected as non-responsive if a contractor fails to comply with Requirements of P.L. 1975, C.127, within the time frame.

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## AFFIRMATIVE ACTION AND COMPLIANCE NOTICE N.J.S.A. 10:5-31 and N.J.A.C. 17:27

### GOODS AND SERVICES CONTRACTS (INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to the execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the contractor has an existing Federally-approved or sanctioned affirmative action program (good for one year from the date of the letter).  
OR
- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4.  
OR
- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

OR

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor must submit the copies of the AA302 Report to the Division of Contract Compliance and the Equal Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned contractor certifies that his/her is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersign vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirement of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE \_\_\_\_\_

# ORANGE POLICE DEPARTMENT: POLICE UNIFORMS

## EXHIBIT A

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS (Mandatory Affirmative Action Language)

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 sex or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex affectional or sexual orientation or sex. Such action shall include, but not 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 for the 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 or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer 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 attempt in good faith efforts to employ minority and women workers consistent with applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable 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 appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the

## ORANGE POLICE DEPARTMENT: POLICE UNIFORMS

statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor shall submit to the public agency, after notification of award but prior to the execution of a goods and service 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 subcontractor shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

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Contractor's Name

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Date

## ORANGE POLICE DEPARTMENT: POLICE UNIFORMS

### APPENDIX A AMERICANS WITH DISABILITIES Equal Opportunity for Individuals with Disability

The CONTRACTOR and the City of Orange Township (hereafter “owner”) do hereby agree that the provisions of Title II of the Americans With Disability Act of 1990 (the “ACT”) (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability to public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend and pay any and all charges for legal services and any an all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner’s grievance procedure, the CONTRACTOR agrees by any decision of the OWNER, which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER, or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant of it grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractor for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and 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 OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

# ORANGE POLICE DEPARTMENT: POLICE UNIFORMS

(TO BE COMPLETED AND RETURNED WITH PROPOSAL)

## HOLD HARMLESS AGREEMENT

BETWEEN The City of Orange Township  
29 North Day Street  
Orange, New Jersey 07050

AND

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

\_\_\_\_\_  
Address (not a post office box)

\_\_\_\_\_  
Telephone No. and Fax No.

It is understood and agreed the Contractor is:

- 1) An independent Contractor and is not an employee of the City of Orange Township.
- 2) The Contractor agrees to indemnify and hold harmless the City of Orange Township, the Council of the City of Orange Township, and all of its officers, agents and employees of a and from any and all liability for damages for injury to person and property, including death, and against and from all suits and actions and all costs, damages and changes of whatsoever kind and nature, including attorneys' fees to which the Township may be put for or on account of any injury or alleged injury to person, including death, or property, resulting from the performance of the Contractor's operations under this Contract, or by or in consequence of any neglect or omission of the part of the Contractor in the performance of operations under this contract, whether such operations, or the absence thereof, be by the Contractor or anyone directly or indirectly employed by the Contractor.
- 3) The Contractor shall hold the City of Orange Township harmless for damages to the contractor's equipment utilized during the term of this Contract.
- 4) The contractor agrees to provide a certificate of insurance specifically naming the City of Orange Township as an additional named insured, providing general liability, bodily injury and property damage coverage with minimum limits of liability not less than \$500,000.00.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Authorized signature and title

\_\_\_\_\_  
Print –Authorized signature and title

**ORANGE POLICE DEPARTMENT: POLICE UNIFORMS**

**NOTARY PUBLIC**

Subscribed and sworn to

Before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020

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

My Commission expires \_\_\_\_\_, 20\_\_



**ORANGE POLICE DEPARTMENT: POLICE UNIFORMS**

(TO BE COMPLETED AND RETURNED WITH PROPOSAL

**CITY OF ORANGE TOWNSHIP**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Contractor hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

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

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

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

# ORANGE POLICE DEPARTMENT: POLICE UNIFORMS

## PROPOSAL DOCUMENT SUBMISSION CHECKLIST CITY OF ORANGE TOWNSHIP

A. Failure to submit the following documents is a mandatory cause for Proposal to be rejected. (N.J.S.A. 40A:11-23.2)

Required with  
Submission of Proposal  
(Owner's Checkmarks)

Initial Each Item  
Submitted with Proposal  
(Contractor's Initials)

X	A Proposal guarantee as required by <u>N.J.S.A. 40A:11-21</u>	
X	A certificate from a surety company, pursuant to <u>N.J.S.A. 40A:11-22</u>	
X	A statement of corporate ownership, pursuant to <u>N.J.S.A. 52:25-24.2</u>	
	A listing of subcontractors as required by <u>N.J.S.A. 40A:11-16</u>	
X	If applicable, Contractor's acknowledge of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or Proposal document	
	Public Works Contractor's Registration Act Certificate or copy of application submitted in the last thirty (30) days	
X	Business Registration Certificate, all contractor seeking the reward of this contract must be registered with the State of New Jersey pursuant to the States Business Registration Act. A certificate showing proof of registration must be included in all "Proposal proposals."	

B. Failure to submit the following documents is a mandatory cause for Proposal to be rejected. (N.J.S.A. 40A:11-23.1b)

Required with  
Submission of Proposal  
(Owner's Checkmarks)

Initial Each Item  
Submitted with Proposal  
(Contractor's Initials)

Required with  
Submission of Proposal  
(Owner's Checkmarks)

Initial Each Item  
Submitted with Proposal  
(Contractor's Initials)

X	Submission of a Non-Collusion Affidavit (this form must be notarized)	
	Section II Technical Specification with Contractor's compliance acknowledged and checked	
X	Hold Harmless Agreement	
X	Completed and signed proposal pages	
X	Affirmative Action Questionnaire	
X	Affirmative Action Language "A"	
	Construction Contracts Language "B"	

	Prevailing Wage Affidavit	
	Prime Contractor's Qualification Statement	
X	Affidavit of Experience and References	
	Affidavit of Contractor that he/she is not on the State of New Jersey's List of Disbarred, Suspended or Disqualified Contractors	
X	List of five (5) completed projects In the last three years	
	Company's Asbestos and/or Lead Abatement Certification	

# ORANGE POLICE DEPARTMENT: POLICE UNIFORMS

C. SIGNATURE: The undersigned hereby acknowledges reading and has submitted the above listed requirements

Name of Contractor: \_\_\_\_\_

By Authorized Representative: \_\_\_\_\_

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

Print Name and Title: \_\_\_\_\_

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

## CITY OF ORANGE TOWNSHIP BID DOCUMENT CHECKLIST

### REQUIRED BY OWNER

### READ, SIGNED & SUBMITTED

- |                          |  |                          |
|--------------------------|--|--------------------------|
| <input type="checkbox"/> | Stockholders Disclosure Certification  | <input type="checkbox"/> |
| <input type="checkbox"/> | Non-Collusion Affidavit  | <input type="checkbox"/> |
| <input type="checkbox"/> | Bid Proposal Form  | <input type="checkbox"/> |
| <input type="checkbox"/> | References   | <input type="checkbox"/> |
| <input type="checkbox"/> | Consent of Surety  | <input type="checkbox"/> |
| <input type="checkbox"/> | Affirmative Action Regulations   | <input type="checkbox"/> |
| <input type="checkbox"/> | Hold Harmless Agreement  | <input type="checkbox"/> |
| <input type="checkbox"/> | Performance Bond<br>(To be submitted after notification of award by the successful Contractor) | <input type="checkbox"/> |
| <input type="checkbox"/> | Addenda Acknowledgment of Receipt  | <input type="checkbox"/> |
| <input type="checkbox"/> | Business Registration Certificate  | <input type="checkbox"/> |
| <input type="checkbox"/> | Pay for Play Disclosure  | <input type="checkbox"/> |
| <input type="checkbox"/> | Affirmative Action Language (A and B)  | <input type="checkbox"/> |
| <input type="checkbox"/> | Prevailing Wage  | <input type="checkbox"/> |
| <input type="checkbox"/> | American with Disabilities Act Language  | <input type="checkbox"/> |

## ORANGE POLICE DEPARTMENT: POLICE UNIFORMS

Signature: The undersigned hereby acknowledges reading and has submitted the above listed Requirements

Name of Bidder: \_\_\_\_\_  
(Print)

By Authorized Representative: \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date: \_\_\_\_\_  
(Print)

**ORANGE POLICE DEPARTMENT: POLICE UNIFORMS**

(TO BE COMPLETED AND RETURNED WITH PROPOSAL)

**NON-COLLUSION AFFIDAVIT**

State of New Jersey  
County of \_\_\_\_\_

ss:

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(Name of Affiant) (Name of Municipality)  
in the County of \_\_\_\_\_ and State of \_\_\_\_\_ of full  
age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
\_\_\_\_\_ the bidder making this Proposal for the Proposal entitled  
\_\_\_\_\_, and that I executed the said proposal with full  
(Title of Proposal)

Authority to do so that said Contractor has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive proposal in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the \_\_\_\_\_

(Name of contracting unit)

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 of selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_.

Subscribed and sworn to before me this

Day of \_\_\_\_\_, 2020

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

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

My commission expires: \_\_\_\_\_, 20\_\_

**ORANGE POLICE DEPARTMENT: POLICE UNIFORMS**

(TO BE COMPLETED AND RETURNED WITH PROPOSAL)

PROPOSAL FORM

We the undersigned propose to furnish and deliver the following pursuant to the Proposal specification:

PROVIDING POLICE UNIFORMS  
Description of items/service being Proposal

\_\_\_\_\_  
(Total Proposal Amount in Words)

\_\_\_\_\_  
(Total in Figures)

The undersigned is a (Corporation)  
(Partnership) under the laws of the State of \_\_\_\_\_ having  
(Individual)

its principal office at \_\_\_\_\_.

\_\_\_\_\_  
Security #                      Company Name                      Federal I.D. # or Social

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Agent                      Type or Print Name

\_\_\_\_\_  
Telephone Number                      Date

(SEAL IF PROPOSAL IS BY CORPORATION)