Specifications and Proposal
SUPPLY AND DELIVERY OF

ELECTRONIC TICKETING/CITATION SYSTEM
TO BE USED BY THE DEPARTMENT OF POLICE

Being accepted by

Township Clerk
Township of Egg Harbor
3515 Bargaintown Road
Egg Harbor Township NJ 08234
609/926-4085

Day  Bid Due Date  Time  Place                        Questions
Thursday January 9, 2014  10:00 a.m.  3515 Bargaintown Road
                                      Egg Harbor Township NJ 08234  Peter J. Miller
                                      Township Administrator
Notice to Bidders

Notice is hereby given that sealed bids will be received by the Township Clerk of the Township of Egg Harbor, County of Atlantic, State of New Jersey on Thursday, January 9, 2014, at 10:00 a.m. prevailing time located at 3515 Bargaintown Road, Egg Harbor Township, NJ 08234, at which time and place bids will be opened and read in public for the SUPPLY AND DELIVERY OF ELECTRONIC TICKETING/CITATION SYSTEM TO BE USED BY THE DEPARTMENT OF POLICE. Bids shall be delivered or mailed to the Township Committee, care of the Township Clerk, at the address indicated above. Responsibility for delivery by hand or mail is the bidders.

Specifications and forms of bids for the proposed work are available via www.ehtgov.org or at the Office of the Township Clerk, 3515 Bargaintown Road, Egg Harbor Township, NJ 08234-8321 (609-926-4085) and may be inspected/obtained by prospective bidders during regular business hours. Bidders will be furnished with a copy of the specifications upon proper notice and payment of a non-refundable fee of $10. Bids must be made on standard proposal forms in the manner designated therein and required by the specifications and must be sealed in a sealed envelope, bearing the name and address of the bidder and name of the project on the outside, addressed as follows: Township Clerk, Egg Harbor Township, 3515 Bargaintown Road, Egg Harbor Township, NJ 08234 and must be accompanied by a Non-Collusion Affidavit and a Certified Check or Bid Bond for not less than ten (10%) percent of the amount bid, provided said security need not be more than $20,000 nor less than $500 and be delivered at the place on or before the hour named above.

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP. ALL RFP ADDENDA WILL BE ISSUED ON THE TOWNSHIP OF EGG HARBOR'S WEB SITE. TO ACCESS ADDENDA, GO TO www.ehtgov.org. There are no designated dates for release of addenda. Therefore, interested bidders should check the website on a daily basis from time of RFP issuance through bid opening. It is the sole responsibility of the bidder to be knowledgeable of all addenda related this contract.

Bidders are required to comply with the requirements of

1. Public Law, 1975, C.127 N.J.S.A. 34:11-56, 25 et. seq. as amended in Chapter 64 of the Laws of 1974 and P.L. 1977 Ch. 33, N.J.S.A. 52:25-24.2 which requires a statement setting forth the names and addresses of all stockholders in the corporation or partnership who owns 10% or more of its stock, of any class or of all individual partners in the partnership who own 10% or greater interest therein, as the case may be.
3. N.J.S.A. 19:44A-20.27. 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) 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.
4. All Contractors and Subcontractors are required to submit a copy of their Business Registration Certificate issued by the NJ Department of Treasury, Division of Revenue.

Challenges to bid specifications must be made, in writing, addressed to the Township Clerk, at least three (3) business days prior to the bid opening date. Challenges filed otherwise will not be considered.

The Township reserves the right to reject bids based upon the criteria specified in the Information to Bidders.

By Order of the Egg Harbor Township Committee
Eileen M. Tedesco, RMC, Township Clerk

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I. **SUBMISSION OF BIDS**

A. Sealed bids shall be received by the contracting unit, hereinafter referred to as “owner,” in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.

B. Sealed bids will be received by the designated representative at 10:00 AM in Conference Room 108, Egg Harbor Township Municipal Building, 3515 Bargaintown Road, Egg Harbor Township NJ as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.

C. The bid shall be submitted in a sealed envelope: (1) addressed to the owner, (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 # of the contract being bid.

D. It is the bidder's responsibility that bids are presented to the owner at the time and at the place designated. Bids may be hand delivered or mailed; however, the owner 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 C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.

E. Sealed bids forwarded to the owner 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.

F. All prices and amounts must be written in ink or preferably machine-printed. 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 owner. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.

G. 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.

H. 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 a (✓), shall be applicable to this bid and be made a part of the bid documents:

✓ A. 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, but not in excess of $20,000, payable unconditionally to the owner. 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 owner. 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.

✓ B. 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 owner 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.

✓ C. 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.

☐ D. 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.

☐ E. MAINTENANCE BOND

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

_______ 1 year
_______ 2 years
III. INTERPRETATION AND ADDENDA

A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.

B. 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 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 owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder’s submitted bid.

C. 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 owner’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 owner’s interpretations or corrections thereof shall be final.

When issuing addenda, the owner 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.

D. Discrepancies in Bids

1. 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.

2. 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 owner of the extended totals shall govern.

E. Pre-Bid Conference

If stated in the Notice to Bidders:

✓ A Pre-Bid Conference is not 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

A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.

B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. 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 as described in the bid specification be provided or performed.

C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The owner reserves the right to evaluate the equivalency of the goods and services.

D. 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 owner harmless from any damages resulting from such infringement.

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

F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.
V. INSURANCE AND INDEMNIFICATION

The insurance documents indicated by a (✓) shall include but are not limited to the following coverage(s).

A. INSURANCE REQUIREMENTS

The contractor shall not commence work under this contract until it has obtained the insurance required under this section. All coverage shall be with insurance carriers licensed and admitted to do business in New Jersey and acceptable to the municipality.

✓ 1. Worker's Compensation Insurance

Statutory coverage and limits in compliance with the Workers’ Compensation Law of the State of New Jersey.

✓ 2. General Liability Insurance

During the life of the contract the contractor shall procure and maintain commercial general liability insurance on an “occurrence basis” with limits of liability not less than five hundred thousand dollars per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage.

✓ 3. Automotive 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 five hundred thousand dollars per accident combined single limit bodily injury and property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

☐ 4. Other Forms of Insurance Required

B. ADDITIONAL INSURED

The following shall be additional insureds: The Township of Egg Harbor, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers. This coverage shall be primary to the additional insureds, and shall not be contributing with any other insurance or similar protection available to the additional insureds, whether other available insurance be primary, contributing or excess.

C. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the owner as an additional insured.
Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the owner as an additional insured.

D. INDEMNIFICATION

Bidder shall indemnify and hold harmless the owner from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.
VI. PRICING INFORMATION FOR PREPARATION OF BIDS

A. The owner is exempt from any local, state or federal sales, use or excise tax.

B. Estimated Quantities (Open-End Contracts): The owner 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.

C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.

D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for 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 owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor’s convenience.
VII. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

A. 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.

1. Goods and Services (including professional services) 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 three documents:

i. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or

ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or

iii. A photocopy of an Employee Information Report (Form AA 302) 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.

2. Maintenance/Construction Contracts

After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The contractor shall also cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

B. 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 owner harmless.
C. 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 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 shall be completed and attached to the bid proposal. 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. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

D. PROOF OF BUSINESS REGISTRATION

Each bidder (contractor) shall submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder’s Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors or attest that none was used;
3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

If boxes of the following items are checked, they are mandatory requirements of the bid proposal and contract.

☐ E. 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.

F. PREVAILING WAGE ACT

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 owner 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/lsse/lspubcon.html.

G. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

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/lsse/lspubcon.html.

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

H. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the bid proposal.

I. 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.

J. 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 a certification be 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’s 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.
VIII. METHOD OF CONTRACT AWARD

A. The length of the contract shall be stated in the specifications. 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, Subsection E, for additional information.

B. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.

C. 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 responsible bidder submitting the lowest net bid.

D. The owner may also elect to award the contract on the basis of unit prices.

E. The form of contract shall be submitted by the owner to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner.
IX. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

A. All bids pursuant to N.J.S.A. 40A:11-13.2;

B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;

C. Multiple bids from an agent representing competing bidders;

D. The bid is inappropriately unbalanced;

E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,

F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)
X. **TERMINATION OF CONTRACT**

A. 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 owner 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 owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.

B. Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.

C. The contractor agrees to indemnify and hold the owner 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 owner under this provision.

D. In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.

E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.

F. **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 shall be approved by the Owner.

G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.

H. The owner may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.
XI. PAYMENT

A. No payment will be made unless duly authorized by the Owner’s authorized representative and accompanied by proper documentation.

B. Payment will be made in accordance with the Owner’s policy and procedures.
XII. SUBMISSION REQUIREMENTS

All bids must be received no later than 10:00 a.m. on January 9, 2014. Mail or deliver proposals to:

Office of Township Clerk
Township of Egg Harbor
ELECTRONIC TICKETING/CITATION SYSTEM
TO BE USED BY THE DEPARTMENT OF POLICE
3515 Bargaintown Road
Egg Harbor Township, NJ 08234

Postmark date will not constitute timely delivery. Responses received after the above time will not be considered. Vendors are solely responsible for ensuring timely receipt of their responses. Responses shall be submitted in a sealed package addressed as above and clearly identifying the vendor making the submission. One (1) original and one (1) copy must be submitted from each vendor. Vendor is liable for any of the costs incurred in preparing or submitting a proposal.
XIII. QUALIFICATIONS - ALL CONTRACTS

The following information shall be completely filled out by the respective bidders and presented with each Proposal.

The undersigned herewith states that he is financially capable of financing the entire project, and herewith refers the Owner to the following parties for information concerning the business and financial standing of the Undersigned, and agrees to the Owners and their officials conferring with the parties named hereafter.

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The Undersigned herewith declares he has maintained the business represented for _____ years, and he has been actively engaged in construction work similar to the work specified in the contract for ____ years.

The Undersigned herewith states he maintains the following permanent establishment for the transaction of business.

Permanent Business Establishment: ____________________________________________________________

The Undersigned herewith submits a list of works completed by the Undersigned as Contractor, and similar in character to that upon which he is bidding under this Contract, as evidence of ability and experience.

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<th>PROJECT</th>
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Printed Name

Dated

Signature ➔

NOTARY PUBLIC

Sworn before me this _____ day of ___________________ 20__. [seal]

Signature of Notary: ________________________________ Comm Expires ____________
XIV. CONSENT OF SURETY

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

To

Owner

Re

Contractor

____________________________

Project Description

This is to certify that the

(Surety Company)

will provide to ____________________________________________ a performance bond

(Owner)

in the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

____________________________

Contractor

____________________________

Signature of Authorized Agent of Surety Company

Date: __________________________

CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID. A POWER OF ATTORNEY MUST ACCOMPANY CONSENT SURETY.
XV. ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<table>
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<th>Addendum Number</th>
<th>Dated</th>
<th>Acknowledge Receipt (initial)</th>
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☐ No addenda were received:

Acknowledged for: __________________________________________

(Name of Bidder)

Company ______________________________________________________

Signature ➔

Print Name ____________________________________________________

Title _________________________________________________________

Date _________________________________________________________
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. 17:27-1 et seq.

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

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

Company

__________________________

Signature

Print Name

__________________________

Title

__________________________

Date
XVII. STOCKHOLDER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with Bid Submission

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.

Check the box that represents the type of business organization:

☐ Partnership  ☐ Corporation  ☐ Sole Proprietorship
☐ Limited Partnership  ☐ Limited Liability Corporation  ☐ Limited Liability Partnership
☐ Subchapter S Corporation

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

Stockholders:
Name | Home Address
---|---

Subscribed and sworn before me this ___ day of ____________, 2 __.  

(Notary Public)

My Commission expires:

(Print name & title of affiant)

(Corporate Seal)
XVIII. BUSINESS REGISTRATION CERTIFICATE

Detailed information on this requirement is found in Division of Local Government Services Local Finance Notices 2004-17 (8/6/04), 2004-24 (11/1/04), 2005-12 (4/27/05) and on the Division web site at www.nj.gov/dca/lgs/lpcl. These resources and a Frequently Asked Questions resource should be consulted when questions arise.
XIX. REQUEST FOR PREVAILING WAGE DETERMINATION

If the contract is one for public work pursuant to N.J.S.A. 34:11-56.25 et seq., be sure the current prevailing wage threshold for municipal and non-municipal entities is checked.

The term “public work” means construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under a contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program. This also includes off-site workers who custom fabricate plumbing, heating, cooling, ventilation, or exhaust duct systems and mechanical insulation as part of a public works project. [N.J.S.A. 34:11-56.26(5)]

"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, if, at the time of the entering of the contract:

- Not less than 55% of the property or premises is leased by a public body or is subject to an agreement to be subsequently leased by the public body; and
- The portion of the property or premises that is leased or subject to an agreement to be subsequently leased by the public body measures more than 20,000 square feet. [N.J.S.A. 34:11-56.26(5)(a)(b)]

Public Law 2004, Chapter 101 took effect on July 14, 2004. This law, N.J.S.A. 34:11-56.26(5), adds to existing prevailing wage requirements off-site workers who custom fabricate plumbing, heating, cooling, ventilation, or exhaust duct systems and mechanical insulation as part of a public works project.

The New Jersey Department of Labor's Division of Wage and Hour Compliance's electronic application for official Prevailing Wage Rate Determinations can be obtained at: [https://wnjpin.state.nj.us/pw/prevwage.html](https://wnjpin.state.nj.us/pw/prevwage.html).

This page provides public body officials or their representatives an opportunity to apply for and download an official New Jersey Prevailing Wage Rate Determination. Official Prevailing Wage Rate Determinations are required for public work contracts and certain Economic Development Authority assisted projects.
XX. NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _________________ ss:

I, ________________________________ residing in ___________________________________________________ (name of affiant) in the County of ____________________________ and State of ______________________________ of full age, being duly sworn according to law on my oath depose and say that:

I am _____________________________________ of the firm of _________________________________________ (title or position) (name of firm)

the bidder making this Proposal for the bid entitled ELECTRONIC TICKETING/CITATION SYSTEM TO BE USED BY THE DEPARTMENT OF POLICE, and that I executed the said proposal with full authority to do so and that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the TOWNSHIP OF EGG HARBOR 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 ________________________________________.

Subscribed and sworn before me this ___ day of ______________, 2 ___.

(Affiant)

(Notary Public)

My Commission expires:

(Corporate Seal)
XXI. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1:
CERTIFICATION
BIDDERS MUST COMPLETE PART I BY CHECKING EITHER BOX
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE BID NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid 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's 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, 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 below nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed below, or I am an officer or representative of the entity listed below 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 the 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 activities 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.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE ADD AN ADDITIONAL SHEET(S) OF PAPER

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<td>Description of Activities</td>
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<td>Bidder Contact Name</td>
<td>Contact Phone Number</td>
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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 County of Ocean 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 County to notify the County 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 County of Ocean and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

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<td>Title</td>
<td>Date</td>
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Disclosure of Contributions to New Jersey Election Law Enforcement Commission (ELEC)

N.J.S.A. 19:44A-20.27 establishes a new disclosure requirement for business entities. It requires that, when a business entity has received in any calendar year $50,000 or more in public contracts with public entities, it must file an annual report with the Election Law Enforcement Commission (ELEC). The report shall disclose any contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind:

- To a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or,
- To a political party committee, legislative leadership committee, political committee or continuing political committee.

The report will include all reportable contributions made by the business entity during the 12 months prior to the reporting deadline. ELEC will be promulgating a form and procedures for filing commencing in January 2007. ELEC can also impose fines for failure to comply with this requirement.

While the local unit has no role in this process, it is recommended that all bid or proposal specifications and contracts should include language notifying business entities of their potential obligation under the law. Such language could read as follows:

Starting in January 2007, all 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.
EXHIBIT A: MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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 employ minority and women workers consistent with the 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 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 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, 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 Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.
EXHIBIT B: MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.A.C. 17:27

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

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 of 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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:
(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor’s or subcontractor’s prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

1. To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

2. To notify any minority and women workers who have been listed with it as awaiting available vacancies;

3. Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

4. To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

5. If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition...
is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in
numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & 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 (NJAC 17:27).
APPENDIX A: AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the _________________ of _________________, (hereafter “owner”) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner’s grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative 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 to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and 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 owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.
The Township of Egg Harbor
Request for Proposals - Electronic Ticketing/Citation System to be used by the Department of Police

Statement of Goals

The Police Department seeks to obtain, purchase, and maintain a computer-based system for electronic issuance of citations that are presently based on manual, paper-based Citation booklets. The desired system will allow an Officer to complete citations completely electronically, import information from driver's licenses to the Citation, print a copy in the field, automatically upload and insert citation information to court records systems, allow the information to be fully retrievable by administrative personnel, and finally allow statistical reporting on the collected data. The vendor shall have existing installation of proposed systems with other New Jersey-based Law Enforcement agencies, of the same type as the proposal, and these systems shall have shown previous acceptance by the New Jersey Administrative Office of the Courts (AOC) for the intended purpose.

The Police Department seeks a vendor that will furnish a complete solution for the desired type of computerized system. The desired vendor will be expected to provide all hardware, components, and software, and be responsible for complete installation of all hardware and software, as well as initial end-user training to pertinent staff. The desired vendor will provide ongoing support, including on-site response, of hardware and software systems provided to ensure viability of the Township's Investment to meet the intended goals.

Lastly, the Township seeks a qualified vendor to provide the summarized services that will include some key components of hardware and maintenance as managed solutions to reduce the need for ongoing in-house hardware investment and support.

Technical Overview

The Township desires to install and maintain e-Ticket equipment and software in 33 initial locations, including 30 (thirty) in police vehicles and 3 (three) located within Police Department buildings. A number of additional units, up to 15, may be specified in the initial contract award for vehicle installations (see below). Vehicle types include the vehicles listed as follows:

- Ford Interceptor (Crown Victoria)
- Ford Explorer
- Dodge Charger
- Dodge Durango
- Chevrolet Tahoe
- Chevrolet Caprice
- In-Station Units

In addition, the vendor is asked to supply a cost to increase the number of purchase units within a quantity range of 1-15 additional in-vehicle units with installation. The township may, at its option, award the vendor contract to include up to and including 15 additional units.
Each Police vehicle is equipped with a computer that is connected to the EHT Police facility using Verizon 3G/4G service. The connection between the computer system and the police building is encrypted with a proprietary software package that secures any and all data communications between the computer and internal police networks. In general, any access to the Internet is channeled over the secured connections and connects to the Internet through the main Police facility via a shared outbound IP address. Where necessary to support key services, the Police Department may elect to allow communication direct from the in-car PC to the Internet utilizing a static, public IP address unique to each in-vehicle computer. In all cases, the endpoints of any permitted Internet service must be defined in advance, including non-dynamic FQDN naming and static Public IP addresses.

Access to the State’s Motor Vehicle database is presently provided through the use of software loaded on each computer, the software is the New World Systems’ Mobile client, presently at Version 7. This software is a component of a proprietary Computer-Aided Dispatch and Records package, which is presently version 9.

All of the in-vehicle police computers use either Microsoft Windows XP SP3 or Microsoft Windows 7, with Windows 8 to be expected, with the latest versions of Internet Explorer as applicable to each operating system. Each vehicle additionally is outfitted with Anti-Virus software and a personal firewall.

In the majority of police vehicles, the computer systems are mounted as tablets against the dashboard of the vehicle, over the area of the AM/FM stereo system. A separate keyboard is provided. These mounts are manufactured by Havis Corporation or Cruisers. A few vehicles have laptop computer systems that are mounted in the typical orientation. All mounting selections have an emphasis on limiting equipment in the passenger conveyance area. The computers in use or expected to be in use are the Panasonic CF-18, CF-19, and Toughpad, with a limited number of PatrolIPC models. Docking stations for Panasonics are made by Gamber-Johnson or Havis Corporation.

The Police Department expects to issue approximately 10,000 citations in 2013.
Specifications

The following pages detail the Township’s specifications for an electronic ticketing system for law enforcement. The awarded vendor will be expected to provide the solutions indicated in these specifications and its response, in addition to any terms and conditions specified in later agreements.

Each vendor is required to review each item of item and respond in the following manner:

<table>
<thead>
<tr>
<th>Yes</th>
<th>This response indicates that the product to be supplied meets the criteria.</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>This response indicates that the product to be supplied does not meet these criteria.</td>
</tr>
<tr>
<td>Further Explanation (FE)</td>
<td>This response indicates that the product to be supplied may meet criteria, may meet criteria with exception, or that further response comment is to be made in response to the criteria indicated.</td>
</tr>
</tbody>
</table>

The vendor must include in their response a document that explains any response of “FE”. Each criteria item is enumerated. The vendor’s response to any “FE” marked items will clearly indicate the criteria’s item number before comments so that they can be correctly attributed. Please mark your response document as “Exhibit 1”.

The vendor must provide responses to each question on the forms provided below, along with any accompanying documentations as requested by this request for proposal.
The Township of Egg Harbor
Request for Proposals - Electronic Ticketing/Citation System to be used by the Department of Police

General System Requirements

1. All hardware equipment installed becomes the property of the Township of Egg Harbor.  
   Yes: _____  No: _____  Further Explanation: _____

2. Any software required to operate the electronic citation system will either a.) Become the property of the Township, or b.) Operate under a license of perpetual use, in the state of its last covered update. Any cloud-based or hosted service must remain available and serviceable to the Township for duration that the software is kept under a valid service and maintenance agreement.  
   Yes: _____  No: _____  Further Explanation: _____

3. Upon termination of agreement, or in the event of closure of the vendor’s facilities, the vendor agrees to provide all customer data to the Township and destroy any records not otherwise required to be retained.  
   Yes: _____  No: _____  Further Explanation: _____

General Requirements of all Software Components

4. For any software or service used by the E-Ticketing solution that functions as a Web-based application, the application must be compatible and run properly on Microsoft Internet Explorer, versions 8 through the present version, without any downgrading or extensive modification of security settings.  
   Yes: _____  No: _____  Further Explanation: _____

5. To ensure that new computing devices may be supported over the lifespan of the product, the vendor will support the product and supply any upgrades necessary to ensure that the eTicketing product will work with a version of the Microsoft operating system and Microsoft Internet Explorer that is current and under general sale with new equipment at the time of request while the system is under a maintenance agreement.  
   Yes: _____  No: _____  Further Explanation: _____

6. For any software that must be installed on individual computer systems, the software must run properly under Microsoft Windows XP (SP3), Microsoft Windows 7, Microsoft Windows 8. The software must function on the base operating system without material changes to supporting operating system modules, including Internet Explorer. The software will be capable of running under Microsoft as a “user” (not “Administrator”) when deployed. Initial software installation, including prerequisite software, is the responsibility of the e-Ticketing provider.  
   Yes: _____  No: _____  Further Explanation: _____
7. For errors discovered in the software code or functionality that is required for operation or by standards required by the AOC or CJIS (if appropriate), the vendor will be responsible for supplying timely patches or fixes.

Yes: _____  
No: _____  
Further Explanation: _____

8. For data that will need to be regularly updated as part of normal operation, for example, local ordinances, court codes, and Statute information, the vendor will provide a method to make changes or provide changes and for the software to update immediately or via an automatic and reliable patching method.

Yes: _____  
No: _____  
Further Explanation: _____

9. Each key module of the software will require a user to identify and authenticate before providing access. The authentication mechanism will comply with any applicable standards in place for the term and maintenance period of this RFP (including Administrative Office of the Courts and CJIS where applicable).

Yes: _____  
No: _____  
Further Explanation: _____

10. User credentials will be entered and maintained at single, central point of administration. This central authentication system will provide the following methods: ability to add users, ability to provide security levels to authorize users to specific modules or access, the ability to change passwords or other user information, the ability to set a policy for password changes to comply with standards, where applicable, the ability to disable a user from future access, and a central audit log or logins, locations, and module access that is accessible to the Agency. Any actions applied to user accounts or credentials will become immediately effective on all end-user software endpoints, with no other intervention necessary.

Yes: _____  
No: _____  
Further Explanation: _____

11. Cloud/Online Service Availability. The vendor is expected to provide appropriate facilities and backup planning to support reliable operation, including redundant Internet pathways. The vendor’s equipment and services will need to remain in service with a downtime of no more than 8 accumulated hours as calculated per calendar month, not to exceed beyond an accumulated 56 hours during a calendar year, during normal operations, exempting acts of nature and disasters (as determined by the Township).

Yes: _____  
No: _____  
Further Explanation: _____
Citation Entry/Citation Writing Software Requirements

12. Allow data entry for citation issuance at the computer system in the police vehicle, with or without driver credentials.
   
   Yes: _____    No: _____    Further Explanation: _____

13. Additional software offering. Additional software features, versions, and upgrades may be offered to the Township from time-to-time, however, the provided product system must remain serviceable during the term at no additional cost to the Township. This includes updates to data, code, and other components for compliance to the RFP including compatibility, the service of equipment, and like items.
   
   Yes: _____    No: _____    Further Explanation: _____

14. Populates citation data automatically from information derived from New Jersey driver’s license credential using these methods; the method utilized will be prescribed upon award.
   1. Vendor-provided software for DMV information lookups provided by the vendor;
      
      Yes: _____    No: _____    Further Explanation: _____

   2. New World Systems’ Mobile version 7 software utilizing modules for Driver’s License scanning.
      
      Yes: _____    No: _____    Further Explanation: _____

15. The software allows copying of information entered on a citation to populate additional citations to support multiple summons issuances without redundant data entry.
   
   Yes: _____    No: _____    Further Explanation: _____

16. The software provides a place for the Law Enforcement Officer to type in notations and comments that are included in the record later available for retrieval. When retrieved, the software must provide a method to produce these notations or comments with the record.
   
   Yes: _____    No: _____    Further Explanation: _____

17. Both printed summons and electronic data collection must meet all criteria for summons collection and quality as determined by the New Jersey Administrative Office of the Courts and the local Court representatives.
   
   Yes: _____    No: _____    Further Explanation: _____
18. Upon completion of the citation entry, the data will be transferred to the New Jersey Administrative Office of the Courts, in a manner deemed acceptable by that agency.

Yes: _____  No: _____  Further Explanation: _____

Reporting Functions

19. The reporting software will provide the ability to personnel to retrieve citation information, including an image of the citation provided and officer notes as entered in the software.

Yes: _____  No: _____  Further Explanation: _____

20. The reporting software will provide the ability to personnel to search the available citations by the following individual and combined criteria:
   1. Search by name of the person issued a summons
   2. Search by citation number
   3. Search by issuing Law Enforcement Officer
   4. Search by a range of user-provided dates
   5. Search by motor vehicle charge code
   6. Search by location using wildcards or “like” searching

Yes: _____  No: _____  Further Explanation: _____

21. The reporting product will allow searches of the available tickets to be printed in batch mode; for example, all citations within date range may be printed as a single action.

Yes: _____  No: _____  Further Explanation: _____

22. The reporting function for statistical analysis will provide the end-user with options to produce all reports in standard PDF format and Microsoft Excel™ formats.

Yes: _____  No: _____  Further Explanation: _____

23. The reporting function will provide standard reports that will produce basic information necessary for the law enforcement operation. Certain standard report exemplars are attached as Addendums 1 through 3 to this RFP. These are sample diagrams to illustrate the types of information to be retrieved, typeface/layout elements of the addendums are not criteria items. The selected system must provide reports that produce similar reports from selectable criteria.

1. Report of the count of citations issued by Officer within user-supplied Date Range.
2. Report of the count of citations issued based on Motor Vehicle applied code with options to group by Officer and limit by user-supplied date range.

Please include sample copies of similar printed reports with your response.
The Township of Egg Harbor
Request for Proposals - Electronic Ticketing/Citation System to be used by the Department of Police

Yes: _____   No: _____   Further Explanation: _____

Requirements for Information Servers and Infrastructure

For the eTicketing system, the Township desires to contract with a vendor that will provide hosting and data warehousing of eTicketing data associated with this project. The data warehouse requirements aspects shall provide the following requirements or preferences, as noted:

24. The vendor’s data warehouse service will provide the township with storage of all records, the ability to execute reports and all software storage needs at no additional cost under within the service period of the contract.

   Yes: _____   No: _____   Further Explanation: _____

25. The vendor’s data warehouse service will provide for information security needs to meet commercially accepted standards for personally-identifiable information and applicable standards or regulations of the New Jersey Administrative Office of the Courts and any CJIS regulations. The vendor will provide effective controls that limit access to data collected by our agency to only those persons with a need to access or read the data; will provide that necessary employees meet standards for accountability, and will provide extensive audit controls and reporting that will be made available to the Township upon request. The vendor will supply the locations and descriptions of data centers used in their response.

   Yes: _____   No: _____   Further Explanation: _____

26. All of the data generated by Egg Harbor Township, including any and all backups, mirrors, replicas, must be stored in a data center situated within the confines of the United States of America.

   Yes: _____   No: _____   Further Explanation: _____

27. The data warehouse operated by the vendor will make regular backups and be able to recover the data warehouse from backup within a reasonable time, of no more than 5 business days from the date that a need is established.

   Yes: _____   No: _____   Further Explanation: _____

28. Any transmission of data over networks outside of the Police Department’s direct control is required to be encrypted. Encryption methods shall meet commercially available standards for data security; use AES or the accepted commercial equivalent for the method, to the extent required by the NJ Administrative Office of the Courts, or CJIS, whichever is greatest. The vendor will include all mechanisms to provide any necessary data security in transit.

   Yes: _____   No: _____   Further Explanation: _____
29. The ownership of all data contained within the data warehouse will be the property of the Township of Egg Harbor.

Yes: _____  No: _____  Further Explanation: _____

30. The vendor will supply the Township with a method to backup all of the Citation data in a SQL, CSV, or XML structured format to be stored at its physical location, along with a data dictionary of the structure.

Yes: _____  No: _____  Further Explanation: _____

In-Vehicle Printer Requirements

31. The printer supplied for use in the police vehicles will be compact in size to adhere to the limited space in the vehicle operator’s compartment.

Yes: _____  No: _____  Further Explanation: _____

32. The printer supplied will be manufactured with the intended use of being operated inside of a motor vehicle. The printer components, parts, design and makeup will be of such a quality to provide for reliable operation inside of a motor vehicle. This includes variations in temperature, both in hot and cold outside ambient temperature and frequent changes in temperature with climate control and frequent vehicle exits, as well as general durability for vibration and vehicle motion and typical motor vehicle operations expected of an emergency vehicle.

Yes: _____  No: _____  Further Explanation: _____

33. The printing mechanism will be a thermal transfer or sheet-ribbon method to ensure reliability of the printer in the mentioned conditions.

Yes: _____  No: _____  Further Explanation: _____

34. The printer will include exterior lights and indicators that an operator may use to visualize printer status on vehicle checks.

Yes: _____  No: _____  Further Explanation: _____

35. The printer will use a paper rolls for print material, which will be at width and be cut at the end of each print to the size expected of a typical citation that meets approval of the Administrative Office of the Courts. The printer will include an automatic cutter or tear-device to facilitate citation separation. The printer must accommodate a paper roll capable of printing 200 or more citations.

Yes: _____  No: _____  Further Explanation: _____
36. The printer will be powered natively from the 12VDC power supply provided by the vehicle, and the printer must meet standards for electrical safety.

   Yes: _____    No: _____    Further Explanation: _____

37. The printer will use a standard USB connector to communicate with computer which houses the ticket-writing computer software.

   Yes: _____    No: _____    Further Explanation: _____

38. The vendor will supply and install an appropriate mounting bracket for printer. The printer must be mounted in a safe manner away from the operator’s vehicle controls, must not interfere with the access and operation of other equipment including computers, radios, sirens, and lights, and other important items, may not be mounted in the passenger side of the vehicle (in most cases), and must be mounted in a crashworthy professional manner that does not impinge or intrude into the prisoner transport area. This applies to all related equipment and cables.

   Yes: _____    No: _____    Further Explanation: _____

39. An equally operational model of printer must be furnished for in-station use and operate with an AC power adapter.

   Yes: _____    No: _____    Further Explanation: _____

Data Sharing Requirements

40. The proposed system will integrate with the Records software function of the New World Systems’ software suite. In general, this requires that the software provide to New World Systems’ an XML tagged file with the data to be stored in a format that it recognizes. The accepted data format as supplied by New World Systems may be provided upon vendor request. This option will be activated upon request of the Township.

   Yes: _____    No: _____    Further Explanation: _____

41. During the term of service, the proposed system may be required to interface its database information with records and data sharing system maintained by the Atlantic County Prosecutor’s Office, in a specific manner prescribed by software. In general, a software agent will exist that will require direct access to the eTicketing database limited only to our records; the agent will require ability to create an outbound SSL security tunnel to a designated server; and the agent will need to routinely copy data points to the destination location. The vendor will be responsible to make available a method for the software agent to operate and provide the limited accesses to permit this operation, if requested by the Township while the software remains under during the term of maintenance.
Vendor Support Services and Installation Requirements

42. The vendor selected will be responsible for providing a turnkey solution for the proposed system, including the initial software installations, hardware installations, ordering and receiving, training, and similar items. The vendor will agree to begin work on installations for this project within 60 days of their notice of award, and agree to complete to place in service all items within 120 days of the notice of award.

Yes: _____  No: _____  Further Explanation: _____

43. The vendor will supply support services for all software and hardware for the eTicketing system proposed, including software patches, installations, updates, hardware troubleshooting and warranty items. The vendor will supply support services for major issues, defined as issues that affect more than a single user and are not readily attributable to Township equipment, on a 24-hours, 7 day-per-week basis to include holidays. A four hour technician initial response window from time of contact is required (including hardware and software issues). The service window is for the course of the term of the contract and while the system remains under maintenance.

Yes: _____  No: _____  Further Explanation: _____

44. The vendor will provide qualified installers for hardware and software installations, using industry-approved parts.

Yes: _____  No: _____  Further Explanation: _____

45. The vendor's eTicketing software will integrate with New World System's Mobile software package for importing DMV lookup information. The vendor will supply interface utilities to import information seamlessly into the vendor's provided software package.

Yes: _____  No: _____  Further Explanation: _____

46. The vendor shall offer support services to the Township to either remove equipment or relocate equipment from one vehicle to another upon request, at a cost indicated in the response.

Yes: _____  No: _____  Further Explanation: _____
Integrated DMV Lookup Tool Criteria

These requirements include that the e-Ticketing system solution proposed be capable of populating a citation with information from the New Jersey driver’s license and registration DMV lookup, using the tool to lookup information by keyboard entry or by scanning a New Jersey Driver’s license using the card reader as specified.

The Township desires for an eTicketing provider to be capable of integration both with current systems and with the ability to also provide an independent software application for DMV lookups that integrate directly with its software, to provide the Township with flexibility to evaluate integration features in terms of cost and usability.

The criteria for software for DMV lookup software is contained on the pages following. The Township will evaluate the option for the DMV lookup software based on the provided responses, and will award this RFP with or without the independent DMV lookup software included. The following items, numbered #46 through item #58, are the criteria that apply to an integrated DMV Lookup software tool.

As such, the cost responses are detailed on a separate response page.
47. The vendor will supply an independent CJIS (Criminal Justice Information System) query lookup software for all eTicketing endpoints mentioned in this RFP. The CJIS System shall be full-featured and comply with all requirements for CJIS under the term of the service for the contract.

Yes: ______  No: ______  Further Explanation: ______

48. For the identified independent DMV/CJIS lookup system, the Township desires to provide servers for the storage of information and processing of requests to be located within the Township's facilities.

Yes: ______  No: ______  Further Explanation: ______

49. Computer servers located within the Township's Police facilities will be compatible and operated as virtual servers under VMWare VSphere 5.1 Standard Hypervisors.

Yes: ______  No: ______  Further Explanation: ______

50. Requirements for authentication and usability of access control shall meet the standards articulated by criteria Item numbered 9 and 10, as applied to the CJIS query system.

Yes: ______  No: ______  Further Explanation: ______

51. The integrated lookup tool will install to computer under the same system requirements as reference in this request, under criteria items numbers 4 through 7, as applied to the CJIS query system.

Yes: ______  No: ______  Further Explanation: ______

52. The integrated lookup tool will comply will all requirements specified by the FBI Criminal Justice Information Systems Security Policy, latest edition.

Yes: ______  No: ______  Further Explanation: ______

53. With return of this proposal, the vendor will supply a list of all hardware requirements, network requirements, and licensing requirements for all third-party software or software/hardware necessary that must be acquired directly by the Township.

Yes: ______  No: ______  Further Explanation: ______

54. The vendor will supply all proprietary software, installation services of said software, and professional services to install and configure middleware (such as IBM MQ services, if applicable) for communication to the State of New Jersey or similar entities.

Yes: ______  No: ______  Further Explanation: ______
The Township of Egg Harbor
Request for Proposals - Electronic Ticketing/Citation System to be used by the Department of Police

55. Any transmission of data over networks outside of the Police Department’s direct control is required to be encrypted. Encryption methods shall meet or exceed standards to the extent required by Criminal Justice Information Systems Security Policy, latest edition, as administered through the New Jersey State Police CJIS Control Unit. The vendor will include all mechanisms to provide any necessary security to data in transit.

Yes: _____  No: _____  Further Explanation: _____

Specifications of Card Reader to be Supplied with DMV Lookup

56. The vendor will supply a compact-in-size reader mechanism that will enable an operator to insert, swipe, or read a New Jersey Driver’s License, and allow the information to be read through process to automatically populate a citation.

Yes: _____  No: _____  Further Explanation: _____

57. The reader apparatus will attach to a computer system using typical USB technology. If separately powered from the computer’s USB device, the reader device will operate natively on the vehicle’s power supply and meet standards for electrical safety.

Yes: _____  No: _____  Further Explanation: _____

58. The card reader will provide an LED to indicate power when on. This provides the operator a visual indicator of status for routine checks.

Yes: _____  No: _____  Further Explanation: _____

59. The vendor will provide appropriate mounting devices for the card reader. The card reader must be mounted nearby the computer data entry terminal. It must be mounted in a safe manner that does not intrude into the area of operator controls, the passenger compartment, or impact the access or operation of equipment such as the lights, siren, radio, computer, or others.

Yes: _____  No: _____  Further Explanation: _____
Vendor Background and Technical Information

Items numbered 60 through 62 requests each vendor to provide some basic summary descriptions of important services to be included in your response. Please label these responses as “Exhibit 5”.

60. Please include a background summary of the vendor’s company, including the number of years in business, officers, and general company structure.
61. Please include a description of support policies, including how support is contacted during or after-hours, typical response types, and a description of escalation procedures that would be offered.
62. Please include any relevant technology summaries of the hardware/software solution proposed, including standard network diagrams and summaries of the functions of software components, and how systems interconnect.
63. The vendor will provide references of three law enforcement agencies, where a product similar to that proposed has been installed and supported by the vendor and the systems are located within the State of New Jersey.

Pricing and Term of Service Commitment

The Township seeks to acquire an electronic Citation system where the Township supplies upfront capital equipment costs and provides for ongoing maintenance and service as annual recurring items.

64. The Township desires pricing and estimates on service costs for any recurring fees to encompass a period of five years, or sixty (60) months, commencing with the date that the system is provided and operational.

Yes: _____ No: _____ Further Explanation: _____
PRICE SUMMARY – CAPITAL COST AND ANNUAL SERVICE AGREEMENT - ETICKETING SYSTEM ONLY

Upfront Capital Costs (including 1st Year Maintenance): ____________________

Year 2 Service and Maintenance Cost: ____________________

Year 3 Service and Maintenance Cost: ____________________

Year 4 Service and Maintenance Cost: ____________________

Year 5 Service and Maintenance Cost: ____________________

Cost to add an additional Workstations: ____________________

Added service and maintenance per additional workstation (annual): ____________________

Vendor’s service fee to move equipment from one vehicle to another: ____________________

Name of Signatory: ____________________

Title: ____________________

Name of Bidder: ____________________

Address: ____________________

Telephone #: ____________________

Fax #: ____________________

Email Address: ____________________

Federal EIN: ____________________

Date: ____________________

Please include an itemized list of capital cost items with your response. Please label as EXHIBIT 3.
PRICE SUMMARY – CAPITAL COST AND ANNUAL SERVICE AGREEMENT
DMV LOOKUP SYSTEM ONLY

Initial capital costs, including 1st Year maintenance.
Includes all hardware, software and licensing supplied
by vendor needed to support the number of eTicketing
workstations called for in this RFP. You may itemize
costs on separate paper:

Year 2 Service and Maintenance Cost: _______________________

Year 3 Service and Maintenance Cost: _______________________

Year 4 Service and Maintenance Cost: _______________________

Year 5 Service and Maintenance Cost: _______________________

Name of Signatory: ________________________________________

Title: ____________________________________________________

Name of Bidder: __________________________________________

Address: _________________________________________________

Telephone #: _____________________________________________

Fax #: ___________________________________________________

Email Address: ___________________________________________

Federal EIN: _____________________________________________

Date: ____________________________________________________

Please include an itemized list of capital cost items with your response.

Please label as EXHIBIT 4.
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<thead>
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<tbody>
<tr>
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</tr>
<tr>
<td><strong>Contact Person Name:</strong></td>
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<tr>
<td><strong>Contact Person Telephone:</strong></td>
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<td><strong>Agency Address:</strong></td>
<td></td>
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<tr>
<td><strong>Agency City, State, and Zip Code:</strong></td>
<td></td>
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<td><strong>Contact Person Name:</strong></td>
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<td><strong>Agency Address:</strong></td>
<td></td>
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<td><strong>Agency City, State, and Zip Code:</strong></td>
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<td><strong>Agency Telephone:</strong></td>
<td></td>
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Reference Agency #3

Agency: ________________________________

Approximate Date of Installation: ________________________________

Contact Person Name: ________________________________

Contact Person Telephone: ________________________________

Contact Person E-mail: ________________________________

Agency Address: ________________________________

Agency City, State, and Zip Code: ________________________________

Agency Telephone: ________________________________
The Township of Egg Harbor
Request for Proposals - Electronic Ticketing/Citation System to be used by the Department of Police

CHECKLIST FOR ITEMS TO BE RETURNED WITH YOUR PROPOSAL

- This completed checklist.
- Ensure that you have completed the form provided for specifications (Items numbered 1 through 64) of this request for proposal. Ensure you have returned your responses on the form blank provided, and that each criteria item has a corresponding response.
- Ensure that you have included responses to any items marked as “Further Explanation”. Please ensure that each response begins with the criteria number from the RFP. You have marked your response document as “Exhibit 1” (Page 3).
- A completed pricing worksheet for Capital Costs and Annual Agreement, that you have included related itemized Capital Cost listing and marked this item as “Exhibit 3”.
- A completed the Cost Summary Response for the Integrated DMV Lookup Software, along with a completed itemized list of capital costs marked as “Exhibit 4”.
- You have enclosed sample reports to correspond to those illustrated in Addendum 1, 2, and 3. (Refer to Item #23)
- You have enclosed locations and descriptions of data centers for e-Ticketing data. (Item #25)
- You have enclosed a list of hardware, software licensing, and third party item requirements expected that the Township will supply for the independent DMV Lookup Tool. (Refer to Item #53)
- You have prepared descriptions of the company background, support procedures, and pertinent technology overviews, and have included those in your response labeled as “Exhibit 5”. (Refer to Items #60-62)
- You have enclosed a completed list of references under form “EXISTING INSTALLATIONS – REFERENCE LIST”. (Refer to Item #63)
Addendum #1: Report Exemplar – Summary Report for the number of citations issued for all Law Enforcement Officers for a user-provided range of dates:

EGG HARBOR TOWNSHIP POLICE DEPARTMENT
SUMMARY REPORT
DATE RANGE 7/1/2013 - 7/31/2013 (USER SELECTABLE FIELD)

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Addendum #2: Sample Report showing a criteria search

EGG HARBOR TOWNSHIP POLICE DEPARTMENT
SEARCH REPORT
OFFICER SELECTED: DOE, JOHN #15200 (END USER SPECIFIED)
DATE RANGE: 7/1/2013 - 7/31/2013 (END USER SPECIFIED)
MOTOR VEHICLE CODE: 39:9-70 (END USER SPECIFIED)

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Total Number of Events: 17
Addendum #3: Sample Report a search by person/recipient field

EGG HARBOR TOWNSHIP POLICE DEPARTMENT
SEARCH REPORT
CITATION RECIPIENT: JONES*

<table>
<thead>
<tr>
<th>Number</th>
<th>Location</th>
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Total Number of Events: 17