

**TOWNSHIP OF OLD BRIDGE**

**MIDDLESEX COUNTY**

**NEW JERSEY**

**CONTRACT # 2008-29**

**CONTRACT NAME: AUDIO/VIDEO SURVEILLANCE CAMERAS**

**THE HONORABLE JAMES T. PHILLIPS, MAYOR**

**OLD BRIDGE TOWNSHIP COUNCIL**

**EDWARD TESTINO, COUNCIL PRESIDENT**

Lucille Panos  
Reginald Butler  
Kevin Calogera  
Richard Greene

William Baker  
Brian Cahill  
Patrick M. Gillespie  
Robert A. Volkert

**BUSINESS ADMINISTRATOR**

Michael S. Jacobs

**TOWNSHIP CLERK**

Rose Marie Saracino

**TOWNSHIP ATTORNEY**

Jerome J. Convery

**CHIEF FINANCIAL OFFICER**

Himanshu R. Shah

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

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

\_\_\_\_\_

**TEL. NO.:** \_\_\_\_\_

## NOTICE TO BIDDERS

The Township of Old Bridge invites sealed bids for:

**Contract # 2008-29**

**Contract Name: AUDIO/VIDEO SURVEILLANCE CAMERAS**

Sealed bids will be opened and read in public for consideration by the Township of Old Bridge, One Old Bridge Plaza, Old Bridge, New Jersey 08857 Thursday May, 1, 2008 10:30 am **prevailing time**. All bids shall be received at the Township of Old Bridge Clerks Office in the west wing of the Township Administration Building anytime prior to 10:30 a.m. Thereafter (10:15 a.m. – 10:30 a.m.) a representative of the Township Clerk's office will be present in the Township Administration Building lobby and will receive bids at such place. Bids arriving after 10:30 a.m. will not be accepted. Bids will be opened in the second floor Conference Room of the Thomas English Administration Building.

All bids shall be presented to the Township of Old Bridge by parties bidding or their agents previous to the time designated, or when called for by the Township of Old Bridge.

If you are interested in downloading Bid Specifications please go to the website [www.oldbridge.com](http://www.oldbridge.com) and scroll down to Finance Bids. You may download the specifications for free. If you do not have internet connection and need a copy of the specifications and please make all requests to the Purchasing Department at (732) 721-5600 ext. 2910 between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.

Bids shall be made on the standard proposal form and be enclosed in a sealed envelope addressed to the Township Clerk at the above address. The name and address for the bidder and the name of the item must be printed on the face of the envelope. One original and one copy of the bid proposal must be submitted. Bids will be rejected if not submitted within time, date and at place designated.

In all cases, in which a bid is delivered by public or private mailing, or hand delivered, the following address and notation shall appear prominently on the front of the outside envelope:

**Re: Contract # 2008-29**

**Contract Name: AUDIO/VIDEO SURVEILLANCE CAMERAS**

Township Clerk  
Township of Old Bridge  
One Old Bridge Plaza  
Old Bridge, NJ 08857

The bid documents shall be placed in an inside envelope which shall have the following endorsement in the upper right corner of the envelope:

Bid for: Contract # 2008-29

**Contract Name: AUDIO/VIDEO SURVEILLANCE CAMERAS**

Bid opening date: May 1, 2008

Bid Opening time: 10:30 am prevailing time

Bidders who elect to utilize public or private mailing for delivery of bid assume the burden of correctly addressing the envelope.

The guaranty accompanying the bid proposal shall be given in the amount of ten percent (10%) of the maximum delivered price, but not to exceed twenty thousand dollars (\$20,000), and may be given at the option of the bidder by a certified check or a bid bond from a reputable insurance company licensed in the State of New Jersey.

Bidders shall comply with the Affirmative Action Requirements of P.L. 1975, C. 127 (N.J.A.C. 17:27), as amended from time to time, the Americans with Disabilities Act, and N.J.S.A. 52:25-24-2 P.L. 1977, Chapter 33.

The Township Council reserves the right to reject any and all bids for the above listed contract in whole and/or in part which do not comply with the specification and/or the statutory requirements. The Township Council reserves the right to waive informalities as the Township may deem to be in its best interest.

All Contract documents are to be submitted intact in accordance with bidder's checklist. All erasures, interpolations, and other physical changes in the bid form shall be signed or initialed by the bidder.

By the order of the Township of Old Bridge  
Rose Marie Saracino  
Township Clerk

To be published: April 12, 2008

**BID DOCUMENT SUBMISSION CHECKLIST**

TOWNSHIP OF OLD BRIDGE

**AUDIO/VIDEO SURVEILLANCE CAMERAS***(Project Name)***2008-29***(Project or Bid Number)*

*The bid document is to be returned in the exact same page order that it was received in.*

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

Required with Submission  
Of Bid

*(Township's checkmarks)*

Initial each item

Submitted with Bid

*(Initial each item)*

√	A bid guarantee as required by <u>N.J.S.A. 40A:11-21</u>	
√	A certificate from a surety company, pursuant to <u>N.J.S.A. 40A:11-22</u>	
√	A Business Registration Certificate	
√	A listing of subcontractors as required by <u>N.J.S.A. 40A:11-16</u>	
√	If applicable, bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	

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

Required with  
submission of bid  
(Township's  
checkmarks)

Initial each item  
submitted with bid  
(Bidder's initials)

√	A Bid Proposal Form	
√	Bidder's Qualification Sheet	
√	Checklist of required documents signed below	
√	Experience Sheet	
√	Corporate Disclosure Statement	
√	American with Disabilities	

Required with  
submission of bid  
(Township's  
checkmarks)

Initial each item  
submitted with bid  
(Bidder's initials)

√	Affirmative Action Requirements	
√	Bidders Personnel	
√	Submission of a Non-Collusion Affidavit (this form must be Notarized)	
√	Resolution of Authorization if Bidder is a Corporation	
√	Certification of Bidder showing that Bidder owns, leases or controls any necessary equipment	
√	Corporate Resolution (if applicable)	

The following items, as checked, shall be required after award of the contract:  
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Performance Bonds	_____√_____
Certification of Insurance	_____√_____
Signed Contracts	_____√_____
Maintenance Bond	_____√_____
State Public Works Contractors Registration	_____√_____

If you are chosen as the lowest responsible bidder, you will be required to provide the Township with a copy of the State Public Works Contractors Register Certificate. This certificate must be dated on or before the date this bid is submitted.

**SIGNATURE:**        **The undersigned hereby acknowledges and has submitted the above listed requirements, and reviewed entire bid package**

Name of Bidder: \_\_\_\_\_

By Authorized Representative:

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

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

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

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**GENERAL BID SCHEDULE**

- |                                  |                |
|----------------------------------|----------------|
| • Advertisement Date             | April 12, 2008 |
| • Pre-Bid Meeting                | n/a            |
| • Questions from Vendors Cut-off | April 12, 2008 |
| • Bid Opening Date               | May 1, 2008    |
| • Award Date (Estimate)          | May 5, 2008    |
| • Project Start date (Estimate)  | June 1, 2008   |
| • Project End date (Estimate)    | May 31, 2009   |

**BIDDERS QUALIFICATION STATEMENT**

1. How many years have you been in business under your present business name?

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2. Have you, your organization, partners or officers failed to complete a municipal contract or defaulted under any such contract? If yes, please explain and list the municipality involved. (Attach a separate sheet, if necessary.)

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3. Did you, your organization, partners or officers ever withdraw your bid after being designated the lowest bidder on a municipal contract? If yes, please explain. (Attach a separate sheet, if necessary.)

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4. Have you, your organization, partners, or officers been a party to any law suits or legal actions, whether of a civil or criminal nature, arising out of or involving bid contracts or the performance thereof? If so, give details and disposition of the matter.

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5. Are there any unsatisfied judgments recorded against you, your organization, partners, or officers? If so, give details, including the name and the address of each judgment creditor and the amount of each judgment.

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6. The period of time you, your organization has been continuously engaged in this type of development, operation and maintenance program in New Jersey under the name in which the proposal is submitted.

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Any information submitted in the Bidder's Qualification sheet which is false or misleading may be grounds for disqualification of the bidder and rejection to his bid.

## **INFORMATION FOR BIDDER**

### **DEFINED TERMS**

Wherever the words defined in the Article or pronouns in place of them are used in the Contract and the Specifications, their intent and meaning shall be interpreted as follows:

#### **As Directed, As Required, Etc.**

Wherever in the specifications the words “as directed”, “as required”, “as permitted”, or words of like import are used, it shall be understood that the direction, requirements, or permission of the designated contact person for each site is intended, and similarly the works of like import, shall mean approved by or acceptable and satisfactory to the contact person for each site.

#### **Bid**

The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed.

#### **Bidder**

Any individual, firm or corporation submitting a proposal for the work contemplated acting directly or through a duly authorized representative.

#### **Change Order**

A written order to the Contractor signed by the Owner authorizing an addition, deletion or revision of the work, or an adjustment of the contract amount or contract time.

#### **Clerk**

The clerk of the governing body if the Owner be a County or Municipality.

#### **Contract**

The agreement covering the performance of the work, together with all supplementary documents, including Notice to Contractors, Information for Bidders, Proposal, Executed Contracts, Contract Bond, General Conditions, Specifications including General Specifications are to be treated as one instrument whether or not set forth at length in the form of the contract.

#### **Contract Price**

The total moneys payable to the Contractor under the Contract Documents.

#### **Contract Time**

The number of calendar days stated in the Contract for the completion of the work.

#### **Contractor**

The party of the second part designated in the contract entering into the contract for the performance of the work required by it acting directly or through agents or employees.

#### **Counsel**

The person or firm holding the position or acting in the capacity of legal counsel for the Owner in the performance of the work contemplated.

#### **Drawings or Plans**

Please see attached drawings for this project.

#### **Engineer**

Whenever the word Engineer is used in reference to the work or any part thereof in these specifications of the Contract, it shall be understood to apply and refer to the professional engineering representative of the Owner, duly authorized to represent the Owner in the execution of the work covered by the Specifications and Contract. The term "Engineer" or the pronouns used in place thereof shall refer to acting either directly or through assistants

under him, limited to the particular duties entrusted to them.

**Modification**

- (a) a written amendment of the Contract Documents signed by both parties, or (b) a change order, or (c) a written clarification or interpretation issued by the Engineer.

**Owner**

A public body or authority, association, partnership, corporation or individual for whom the work is to be performed; the party of the first part in the Contract.

**Personal Injury**

Shall be interpreted to mean "Bodily Injury" for insurance coverage purposes.

**Plans**

All drawings or reproductions of drawings, pertaining to the construction of the project.

**Project**

The design or scheme used and set forth on the plans and to be carried out by the specifications in order to complete the work in a manner satisfactory to the Engineer.

**Project Representative**

An Authorized representative of the Owner assigned, under the supervision of the Engineer, to the observation of the work.

**Proposal**

The approved prepared form on which the Bidder will or did submit his, their or its prices for the work contemplated.

**Proposal Security**

The security designated in the proposal, to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the Owner if the work is awarded to him.

**Roadway**

That portion of the highway included between the gutter or side ditch lines, reserved for the accommodation of the traveling public, and its appertaining structures and slopes, and all ditches, channels, waterways, etc., necessary to its correct drainage.

**Shop Drawings**

All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material, or some portion of work.

**Specifications**

All of the specifications and modifications thereof appended hereto, pertaining to the method or manner of performing the work or to the quantities or qualities of materials to be furnished.

**Subcontractor**

Any individual, firm, partnership, or corporation having a direct contract with the contractor for doing work or for furnishing material, worked to a special design according to the Plans or Specifications of this work, but not including those who merely furnish material not so worked.

**Substantial Completion**

The date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due in accordance with paragraphs herein before.

**Surety**

The corporate body which is bound with and for the Contractor who is primarily liable and which engages to be responsible for his payment of all debts pertaining to and for his acceptable performance of the work which he has contracted.

### **Township**

The Township of Old Bridge, a Municipal Corporation of the State of New Jersey with principal officials at One Old Bridge Plaza, Old Bridge, New Jersey, being the party of the first part, or any officer or agent duly authorized to act on its behalf.

### **Work**

Any and all obligations, duties and responsibilities necessary to the successful completion of the project under the Contract Documents, including the furnishing of all labor, materials, equipment and other incidentals.

### **Working Day**

A calendar day, exclusive of Saturdays, Sundays, legal holidays, on which, in the sole opinion of the Engineer, weather and working conditions permit the Contractor to make effective use, during normal working hours, of not less than one-half of his normal current daily man-hours.

**RECEIPT OF BID:** Bids will be opened at the time and place specified in the "Notice to Bidders". The Township suggests that all bids be delivered by hand to the Municipal Clerk at the Municipal Building and takes no responsibility for the receipt of bids through the U.S. Postal Service or other courier services. No bids will be accepted after the time designated for the opening of bids.

**BID FORM:** Bids must be submitted on the "Bid Proposal" form which is included in the bid package. All blank spaces must be filled in. All proposals shall be typewritten or penned on the forms. Unit prices and totals must be inserted in the space provided. Insert N/A in the blanks if "not applicable". Proposals showing any erasure, alteration or interlineations must be initialed by the bidder in ink. Failure to comply may be cause for rejection of the bid. Where discrepancies occur between the unit figure and the extension, the unit price will prevail.

The bid form is included in the contract documents; additional copies may be obtained from the Purchasing Manager.

Bid forms must be completed in ink or typed. The bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

Bids by corporations must be executed in the corporate name by the president or a vice-president **(or other corporate officer accompanied by evidence of authority to sign)** and the corporate seal shall be affixed and attested by a secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner; his/her title must appear under his/her signature, and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The bid shall contain an acknowledgement of receipt of all addenda (the numbers of which shall be filled in on the bid form).

If a unit price or a lump sum already entered by the Bidder on the bid form is to be altered, it shall be crossed out with ink and the new unit price or lump sum bid entered above or below it, and initialed by the bidder in ink.

The bids received will be compared on the basis of the summation of the lump sum amounts bid, and the products of the quantities of items listed at the unit prices bid. In case of a discrepancy between the total shown in the bid and that obtained by adding the products of the quantities of items at the unit prices, the unit prices as written out in words in the proposal shall govern any errors found in said products, and in the addition, will be corrected.



**SIGNATURE ON BID FORM:** The bid proposal must be signed by the individual bidder and his signature witnessed by another person. If the bidder is a partnership, all partners must sign and their signatures witnessed by another person. If the bidder is a corporation, the bid must be signed in the name of the corporation by a chief executive officer and witnessed by a recording officer.

**BONDS OR SECURITY REQUIRED:**

**BID SECURITY:** Refer to the Checklist of Required Documents to see if bid security is required for the attached proposal. The amount and type of bid security is stated in the advertisement and Notice to Bidders. The required security must be in the form of a certified check, cashier's check, or surety bid bond of the Bidders, payable to the Township. The amount of the bid security shall be 10% of the total bid, but not more than \$20,000. If the Bid security is in the form of a surety bid bond, said surety shall be licensed to conduct business in the State of New Jersey and named in the current list of "Surety Companies Acceptable on Federal Bonds", as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. The Bid Security of the successful bidder will be retained until he/she has executed the Agreement and has furnished the required contract security within 10 days of the Notice of Award. The Township may annul the Notice of Award and the bid security of that bidder will be forfeited.

Bid Security will be returned to all except the three apparent lowest bidders within ten (10) working days after the opening of bids, and to the three lowest bidders within three working days after the accepted bidder has executed the contract. If no contract has been executed within sixty (60) days after the opening of bids, the amount of his/her proposal guarantee will be returned upon the demand of any bidder, provided that he/she has not been notified of the acceptance of his/her bid.

**PERFORMANCE BONDS:** When required as part of the contract documents, the awarded vendor shall within ten (10) days after the award of the contract, obtain, pay for and deliver to the Township of Old Bridge, a performance bond for one hundred percent (100%) of the total contract sum satisfactory to the Township and executed by a surety company licensed to do business in the State of New Jersey. Such a bond shall bear the same date as, or dates subsequent to, the date of the contract. The said bond shall assure fulfillment of the contract in all respects and shall provide for payment in the event of the contractor's failure to perform all of its obligations according to the contract and make full reimbursement to the Township of Old Bridge for all expenses incurred in making good any default. This bond shall also contain a waiver of notice being required for alternations, additions, deductions, extensions of time or other modifications of the contract as ordered.

**MAINTENANCE BONDS:**

Unless otherwise specified, before final payment is made as herein provided, the Contractor shall furnish a Surety Corporation Bond to the Owner in a sum equal to:

1. Fifty percent (50%) of the final adjusted Contract amount if such amount be \$25,000 or less;
2. Thirty percent (30%) of the final adjusted Contract amount if such amount be greater than \$25,000 but less than \$75,000; and
3. Ten percent (10%) of the final adjusted Contract amount If such amount be \$75,000 or more

The Bond and Surety Corporation shall be satisfactory to the Owner and the Bond shall remain in full force and effect for a period of one (1) year from the date of final payment for the work by the Owner and shall provide that the Contractor and the Surety guarantees to replace for the said period of one year from the date of final payment for the work, all work performed and/or all materials furnished that was not performed or were not furnished according to the terms and performance requirements of the Contract Documents, and will make good any defects thereof which become apparent before the expiration of one (1) year.

**CONSENT OF SURETY:** The consent of surety form shall be returned with the bid proposal if the contract documents require a performance bond. Consent of surety which reserves any right for the surety, after the award of

the contract to the bidder, to decline to issue the performance bond will not be accepted. Bids accompanied by such consent of surety will be rejected.

**ADDENDA:** Any addendum issued from time to time to provide additional information to the bidders shall become an integral part of this bid package. Receipt of addendum shall be acknowledged by the bidders in the space provided on the bid proposal form.

**QUESTIONS REGARDING PLANS & SPECIFICATIONS:** Should any bidder be in doubt as to the intent of the plans and/or specifications, he should immediately notify the Purchasing Manager in writing, who will then send a written addendum to all bidders recorded as receiving bidding documents covering the point in question. Bidders may not rely on oral responses to inquiries. In order to comply with statutory notice requirements, all questions must be received by the Purchasing Manager no later than eight (8) days prior to the bid opening date. Questions received less than eight days prior to the date for opening of bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Before submitting bids, the bidder shall apply in writing to the Purchasing Manager for clarification or interpretation of any conflicting information between two or more statements in the plans and specifications. If such clarification is not requested before bidding, the bidder shall be responsible for doing such work and furnishing such materials as is necessary to comply with whichever interpretation of the plans and specifications the Township may, during construction, judge to be proper.

### **QUALIFICATIONS OF BIDDERS**

To demonstrate his/her qualifications for the project, each Bidder must be prepared to submit within five (5) days of the Township's request, additional written evidence such as financial data, previous experience, equipment maintenance records, and evidence of authority to conduct business in the jurisdiction where the project is located.

### **EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

Before submitting his/her bid, each Bidder should (a) examine the contract documents thoroughly, (b) visit the sites to familiarize himself/herself with the local conditions that may in any manner affect performance of the work, (c) familiarize himself/herself with Federal, State and Local Laws, Ordinances, Rules and Regulations affecting performance of the work; and (d) carefully correlate his/her observations with the requirements of the contract documents.

Reference is made to the General Requirements (where applicable) of the specifications for the identification of those surveys and investigation reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the work. The Township will make copies of such surveys and reports available to any Bidder requesting them. Before submitting his/her bid, each Bidder will, at his own expense, make such additional surveys and investigations as he may deem necessary to determine his bid price for performance of the work within the terms of the contract documents.

The submission of a bid will constitute an incontrovertible representation of the Bidder that he/she has complied with every requirement of the examination of contract documents and site paragraphs.

**WITHDRAWING BID:** The Township reserves the right to reject any or all bids and to waive any minor informality in any bid should it be deemed in the best interest of the Township to do so. Bids may be rejected for any of the following reasons:

1. Failure to complete the Ownership Disclosure Statement.
2. Failure to complete the Affidavit of Non-Collusion.
3. Failure to properly complete the Bid Proposal form.
4. Failure to submit bid security (if required).
5. Failure to complete Affirmative Action Certification.
6. Failure to comply with specifications (insertion of additional conditions, provisions, or stipulations).
7. Failure to provide Consent of Surety
8. Failure to provide listing of subcontractors
9. Failure to sign addenda page
10. Failure to provide Business registration certificate.

**PROCEDURES ON AWARD OF CONTRACT:**

THE TOWNSHIP RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, AND WAIVE ANY AND ALL INFORMALITIES, AND THE RIGHT TO DISREGARD ALL NONCONFORMING OR CONDITIONAL BIDS OR COUNTERPROPOSALS.

In evaluating bids, the Township shall consider the qualifications of the Bidders whether or not the bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid Forms. The Township may consider the qualifications and experience of subcontractors and other persons and organizations, including these who are to furnish the principal items of material or equipment proposed for the portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted as specified in the Supplementary Conditions or Specifications. The Township may conduct such investigations as it deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders, subcontractors and other persons and organizations to do the work in accordance with the contract documents to the Township's satisfaction within the prescribed time. The Township reserves the right to reject the bid of any Bidder who does not pass any such evaluation to the Township's satisfaction.

If a contract is to be awarded, it will be awarded to the lowest responsible bidder whose evaluation by the Township indicates to the Township that the award will be in the best interests of the project. The Township reserves the right to award the bid to more than one vendor when it is deemed to be in the best interest of the Township to do so.

If the contract is to be awarded, the Township will give the apparent successful Bidder a Notice of Award within 60 days after the day of the bid opening. Exception to this schedule would be in accordance with N.J.S.A 40A:11-24 which provides that "any bidders who consent thereto may, at the request of the contracting unit, have their bids held for consideration for such longer period as may be agreed". All prospective bidders are advised of this schedule since all proposals must be firm when bid, and must remain so for 60 days or such longer period as the Township and the bidders may agree.

Simultaneously, with delivery of the executed counterparts of the Agreement to the Township, contractor shall deliver to the Township the required contract security.

**NOTIFICATION OF AWARD:** On passage of a Township Committee Resolution awarding the contract, the Legal Department will forward three (3) sets of contract documents to the successful bidder for execution and delivery. Within ten (10) days of the date of the award of the contract, the successful bidder shall return all (3) sets of the contract documents to the Legal Department with a proper performance bond and requisite insurance certificates attached if it is required - refer to Checklist of Required Documents. On receipt of the contract documents duly executed by the bidder, the contract documents will be submitted to the Township Attorney for review and approval.

If approved as to form and execution, the contract documents will then be submitted to the Mayor and Municipal Clerk for execution on behalf of the Township. A fully executed copy will then be returned to the successful bidder

by the Municipal Clerk. No Resolution of Award will become binding on the Township at any time before the contract documents have been executed by the Mayor and Municipal Clerk.

Should any successful bidder, upon being notified, fail to execute a contract within ten (10) days of such notification with the Township of Old Bridge, the Township will be free to award the contract to another bidder, and the Township shall have the right to proceed against the guaranty accompanying the bid.

**EQUAL OR TIE BIDS:** The Township of Old Bridge reserves the right to award, in its discretion, to any of the tie bidders which serves the best interest of the Township with reference to the information submitted with the proposals.

**ASSIGNING THE CONTRACT:** The contract shall not be sublet, assigned, pledged, hypothecated or sold, in whole or in part, without the written permission of the Township.

**SUBMISSION OF BIDS:** Bids shall be submitted at the time and place indicated in the advertisement, and Notice to Bidders shall be included in an sealed envelope, marked with the project title and name and address of the bidder and accompanied by the Bid Security and other required documents.

**MODIFICATION AND WITHDRAWAL OF BIDS:** Bids may be modified or withdrawn by appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the opening of bids.

**OPENING OF BIDS:** Bids will be opened as indicated in the advertisement and Notice to Bidders.

**BIDS TO REMAIN OPEN:** All bids shall remain open until such time as the Township has entered into a contract with the successful low bidder, or a period not to exceed sixty (60) days after the day of the bid opening. The Township, in its sole discretion, may release any bid and return the Bid Security prior to that date.

Bid Security in the form of certified or cashier's checks will be returned to all, except the three apparent lowest bidders within ten working days after the opening of bids, and to the three lowest bidders, within three working days after the accepted bidder has executed the contract. If no contract has been executed within sixty (60) days after the opening of bids, the amount of his/her proposal guarantee will be returned upon the demand of any bidder, provided that he/she has not been notified of the acceptance of his/her bid.

**PAYMENT ON CONTRACT:** The contract price shall be payable either in one lump sum or as indicated in the Bid Specifications following satisfactory completion of the contract and presentation of a properly executed purchase voucher and the acceptance of the approving authority that the work has been completed to standards. Effective September 1, 2006, payment to contractors on construction-related contracts is subject to the Prompt Payment Law, NJSA 2A:30A-1 et seq..

The Contractor must certify, with a return receipt, the date they submitted a purchase voucher to the Township Finance Department. If the voucher is hand delivered by the Contractor, it must be left at the Finance Department only and the Contractor must receive a written sign-off from the Township employee accepting same.

Since these bills require Council approval to authorize payment, the timeline is delayed so that the bills may be reviewed at a public meeting within the twenty (20) calendar days after the purchase voucher submission.

If the purchase voucher or invoice is *approved* at the meeting, the bill must be paid within the payment cycle following the meeting. If a local unit fails to make timely payments, and does not notify the contractor in writing of the amount withheld and the reason, it will be subject to the provisions of NJSA 2A:30A-1 et seq.

If the work is *not approved and certified*, the contractor must be promptly given a written statement of the amount withheld and the reason. Failure of the Township to make a timely payment or provide a written reason for withholding payment will subject it to the provisions of NJSA 2A:30A-1 et seq.

If a dispute arises between the parties regarding bill payment, said dispute shall be submitted to some form of alternate dispute resolution.

**PAYMENT SCHEDULE:**

<b><u>Meeting Date</u></b>	<b><u>Close Out Date</u></b>
January 14, 2008	January 8, 2008
January 28, 2008	January 22, 2008
February 11, 2008	February 5, 2008
February 25, 2008	February 19, 2008
March 10, 2008	March 4, 2008
March 24, 2008	March 18, 2008
April 7, 2008	April 1, 2008
April 28, 2008	April 22, 2008
May 5, 2008	April 29, 2008
May 19, 2008	May 13, 2008
June 9, 2008	June 3, 2008
June 23, 2008	June 17, 2008
July 14, 2008	July 8, 2008
August 11, 2008	August 5, 2008
September 8, 2008	September 2, 2008
September 22, 2008	September 16, 2008
October 6, 2008	September 31, 2008
October 20, 2008	October 14, 2008
November 17, 2008	November 11, 2008
December 15, 2008	December 9, 2008

**DISCLOSURE OF OWNERSHIP STATEMENT:** The bidder warrants and represents that he has furnished a true statement of all the information required for the completion of the Disclosure of Ownership Statement.

**AFFIDAVIT OF NON-COLLUSION:** This affidavit must be submitted with the bid proposal form and it must be notarized.

**AMERICAN GOODS:** During the performance of this contract, the contractor agrees to comply with the provisions of N.J.S.A. 40:11-18.

**THE CONTRACT** - The following shall be deemed to be part of the Contract:

- \* Notice to Bidders
- \* Information for Bidders
- \* Specifications
- \* Proposal
- \* All Addenda issued by the Township prior to the receipt of bids

All of the above, taken as a whole, shall constitute the Contract Documents. Any work exhibited in the one and not the other shall be executed just as if it had been set forth in both, in order that the work shall be completed in every respect according to the complete design as decided and determined by the Township.

**INSURANCE** - The Contractor will not be allowed to begin work under this contract until he has all insurance required under the contract documents and the insurance has been approved by the Township. The insurance required shall be maintained in full force and effect until all work to be performed under the terms of the contract is satisfactorily completed and accepted by the Township. The Contractor shall furnish the Township with satisfactory proof of carriage of the insurance required by submitting the original insurance policies and endorsement or properly executed conformed copies. Each insurance policy and endorsement shall contain undertaking by the insurance carrier not to cancel the policy except upon thirty (30) days notice to the Township. The policies and endorsements shall be specifically referred to the Township as an insured party of this contract and shall state that the insurance as provided conforms to the requirements of these contract documents. All insurance required by this contract shall be placed with responsible insurance companies authorized to do business in the State of New Jersey which are satisfactory to the Township.

**"INFORMATION FOR BIDDERS" AS PART OF THE CONTRACT:** The terms and provisions set forth under the heading "INFORMATION FOR BIDDERS" are hereby made a part of the terms and conditions of the proposed contract.

**ERRORS IN PRICE CALCULATION** - Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words.

**EXTRA CHARGES** - All services quoted are exclusive of New Jersey State Sales Tax and are on the basis of completion.

**PERIOD OF CONTRACT** - The contract shall cover the period specified on the bid sheet. Start dates listed are approximate. Contracts shall begin with formal date of award.

**AVAILABILITY OF FUNDS** - The Township's obligation hereunder is contingent upon the availability of appropriated funds from which payments for contract purposes can be made. No legal liability on the part of the Township for payment of any money shall arise unless and until funds are made available each year.

**TRANSITIONAL PERIOD** - In the event the services are terminated either by the contract expiration or by termination by the Township of Old Bridge, it shall be incumbent upon the contractor to continue the service until new services can be completely operational. At no time shall this service extend more than 90 days beyond the expiration date of the existing contract. Vendor will be reimbursed for this service at the prior contract rate.

**PROCEDURAL REQUIREMENTS AND AMENDMENTS** - Should the contractor find at any time that existing conditions make modification in requirements desirable, he shall promptly report such matters for consideration and decision.

There may be a meeting with the successful contractor and the prior to the start of the contract. At this time the contractor will be required to submit a plan of operation to the using agency.

By submitting a proposal, the bidder covenants and agrees that he has satisfied himself from his own investigation of the conditions to be met, that he not make any claim for, or have right to cancellation or relief because of any misunderstanding or lack of information.

**CONTRACTOR'S REQUIREMENTS FOR REGISTRATION** - As stipulated by P.L.199, c.238. no contractor/subcontractor will be permitted to bid on or engage in any contract for public work, as defined in section 2 of P.L. 1963, c.150 (C.34:11-56.26), unless the contractor/subcontractor is registered with the New Jersey Department of Labor.

**NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS**- The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

N.J.S.A. 52:32-44 requires that each bidder (contractor) 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](http://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 contracting 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 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 business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001,c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977,c.110(C.5:12-92),or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with contracting agency.

**PREVAILING WAGE ACT (WHEN APPLICABLE)** – Pursuant to NJSA 34:11-56.25 et seq. successful bidders on projects for public works shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record. Such certified payroll record must be submitted within ten (10) days of the payment of 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 NJAC 12:60-6.1(c). It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY

§:  
COUNTY OF \_\_\_\_\_

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

of \_\_\_\_\_ in the County of \_\_\_\_\_

in the State of \_\_\_\_\_ being of full age, and being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_

of the firm of \_\_\_\_\_

The Bidder making the proposal for the above named project, attests that they execute the said proposal with full authority to do so; that said Bidder has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above 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 \_\_\_\_\_ of \_\_\_\_\_ relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for said project.

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

\_\_\_\_\_  
NAME OF CONTRACTOR (N.J.S.A. 52:34-15)

Subscribed and sworn to \_\_\_\_\_

Before me this \_\_\_\_\_ day \_\_\_\_\_

Of \_\_\_\_\_ 20 \_\_\_\_\_  
(Also type or print name of affiant under signature)

\_\_\_\_\_  
NOTARY PUBLIC OF

My Commission Expires \_\_\_\_\_



**DISCLOSURE OF OWNERSHIP**

(If bidder is a sole proprietorship, check here ☐ and do not complete this statement.)

The UNDERSIGNED, as bidder, in accordance with N.J.S.A. 52:25-24..2, declares and submits this Statement of Ownership:

Bidder is a Corporation ☐ Partnership ☐ Joint Venture ☐

☐ 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.

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

Full Name of Individual  
(Stockholder) (Partner)

Home Address of Individual  
(Stockholder) (Partner)

1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____

**THIS STATEMENT MUST BE INCLUDED WITH BID SUBMISSION**

Notes: Attach additional sheets in this format, if necessary.

Subscribed and sworn before me

This \_\_\_\_ day of \_\_\_\_\_ 20

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

My Commission expires:

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

(Corporate Seal)

## **AFFIRMATIVE ACTION CERTIFICATION**

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L.1975,C.127,(N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

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

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

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The following questions must be answered by all bidders:

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

YES\_\_\_\_\_ NO\_\_\_\_\_

If yes, please submit a copy of such approval.

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

YES\_\_\_\_\_ NO\_\_\_\_\_

If yes, please submit a copy of such certificate.

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

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**Note: a contractor's bid must be rejected as non-responsive if a contractor fails to comply with Requirements of P.L. 1975,c.127, within the time frame.**

**EXHIBIT B**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A 10:5-31 et seq., 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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 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 so 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 at N.J.A.C. 17:27.**

## AMERICANS WITH DISABILITIES ACT

### **Equal Opportunity For Individuals With Disabilities**

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

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

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

It is further agreed and understood that the Township assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Township from taking any other actions available to it under any other provisions of this agreement or otherwise by law.

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Signature

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Date

## **SITE VISITATION STATEMENT**

I, \_\_\_\_\_

Of \_\_\_\_\_

the Bidder making Bid for Contract #2008-29:\_\_\_\_\_ certify that I or my  
authorized representative has personally inspected the job sites.

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

Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Typed or Printed Name of Bidder

(Corporate Seal)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

(Seal)

My Commission Expires On: \_\_\_\_\_

*IMPORTANT: This form must be completed by Bidder*



**ACKNOWLEDGMENT OF REVISIONS OR ADDENDA****AUDIO/VIDEO SURVEILLANCE CAMERAS***(Name of Project)***2008-29***(Project or Bid Number)*

Pursuant to N.J.S.A. 40A:11-23.1a, the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision, or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

I \_\_\_\_\_, acknowledge receipt of the following addenda and or revisions.  
They are as follows:

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received

**Acknowledgement by bidder:**

Name of Bidder: \_\_\_\_\_

By Authorized Representative:

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

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

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

**SUBCONTRACTOR LIST**

If needed in the performance of this bid, the following subcontractors will be employed to perform the following work:

- 1.     Name & Phone #:\_\_\_\_\_
- Address:\_\_\_\_\_
- Work:\_\_\_\_\_
  
- 2.     Name & Phone #:\_\_\_\_\_
- Address:\_\_\_\_\_
- Work:\_\_\_\_\_
  
- 3.     Name & Phone #:\_\_\_\_\_
- Address:\_\_\_\_\_
- Work:\_\_\_\_\_
  
- 4.     Name & Phone #:\_\_\_\_\_
- Address:\_\_\_\_\_
- Work:\_\_\_\_\_
  
- 5.     Name & Phone #:\_\_\_\_\_
- Address:\_\_\_\_\_
- Work:\_\_\_\_\_

EXPERIENCE STATEMENT SHALL BE ATTACHED FOR EACH OF THE ABOVE SUBCONTRACTORS.

**BIDDERS PERSONNEL**

NOTE: Give the names of all officers of corporation

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NOTE: Give the name of the executive who will give personal attention to work whenever required.

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**BID SECURITY**

This proposal is accompanied by bid security in accordance with the conditions stated in the Invitation to Bid.

The bid security in the form of:

- |    |                             |       |
|----|-----------------------------|-------|
| A. | Surety Bid Bond             | _____ |
| B. | Certified/Treasurer's Check | _____ |
| C. | Cashiers Check              | _____ |

The amount of \_\_\_\_\_ (\$\_\_\_\_\_) payable to the  
Township of Old Bridge

The Bidder hereby agrees that if this proposal shall be accepted by the Township, and the Bidder shall fail to execute and deliver the contract and the required Performance Bond or other required documents in accordance with the requirements of this proposal and other sections of the contract documents within the time specified, then the Bidder shall be deemed to have abandoned the contract and thereupon the proposal and acceptance shall be null and void and the security accompanying the proposal shall be forfeited to, and retained by, the Township, as liquidated damages for such failure or neglect, and to indemnify the Township for any loss which may be sustained by failure of the Bidder to execute the contract and furnish documents as aforesaid. Nothing in the specifications and contract documents shall prevent the Township from recovering actual damages over and above the sum of the forfeited bid security.

In compliance with the laws of the State the Bidder is:

An Individual \_\_\_\_\_

A Partnership \_\_\_\_\_

of \_\_\_\_\_ having principal offices at

\_\_\_\_\_

**CONSENT OF SURETY**

In consideration of the premises, and of one dollar to it in hand paid by the Bidder, the receipt whereof is hereby acknowledged, the undersigned consents and agrees that if the contract, for which the preceding estimate and proposal is made, be awarded to the corporation, person or persons making the same, it will become bound as surety and guarantor for its faithful performance, and will execute it as party of the third part thereto when required to do so by the Township, and if said corporation, person or persons shall omit or refuse to execute said contract if so awarded, it will pay, on demand, to the said Township any difference(s) between the sum bid by said corporation, person or persons and the sum which the said Township may be obliged to pay the corporation, person or persons to whom the contract may be awarded; the amount in each case to be determined by the bids for said contract.

In witness whereof, said surety has set its seal and caused these presents to be signed by its duly authorized officers, this

\_\_\_\_\_ Day of \_\_\_\_\_ 2008.

ATTEST:

\_\_\_\_\_

BY \_\_\_\_\_

\_\_\_\_\_ (SEAL)

Surety

ATTEST:

\_\_\_\_\_

BY \_\_\_\_\_

Title

**EXPERIENCE SHEET**

NOTE: The bidder is required to submit below detailed evidence that he/she is a competent organization which has constructed work similar in amount, value, cost character and proportions, and the necessary financial resources to perform the work in a satisfactory manner.

Year	Type of Work	Contract Amount	Name & Address of Township (other organization)

\_\_\_\_\_  
BIDDER

\_\_\_\_\_  
BY

\_\_\_\_\_  
TITLE

## CERTIFICATE OF EQUIPMENT

\_\_\_\_\_. (Name of Bidder) hereby certifies that the Bidder(s) is or are the owner or lessee of the equipment necessary for the execution of this contract, and further certify that the Bidder(s) is or are fully prepared with the necessary capital, material and machinery to conduct this work as herein specified. The equipment available for the execution of the contract is listed below:

[illegible]

BIDDER

BY

TITLE

## **RESOLUTION OF AUTHORIZATION IF BIDDER IS A CORPORATION**

RESOLVED that \_\_\_\_\_ be authorized to sign and submit the bid or proposal of this corporation for this project, and to include in such bid or proposal the certificate as to non-collusion as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury. If awarded the contract(s), said individual is also authorized to sign and execute the Contract Agreement as the act and deed of such corporation.

The foregoing is a true and correct copy of the resolution adopted by \_\_\_\_\_ at a meeting of its Board of Directors held on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SEAL OF CORPORATION

\_\_\_\_\_  
Secretary

MAILING ADDRESS \_\_\_\_\_  
\_\_\_\_\_

The terms used in this bid, which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_



**DEBARRED, SUSPENDED and DISQUALIFIED BIDDER AFFIDAVIT**

STATE OF NEW JERSEY )  
 )  
COUNTY OF )

I, \_\_\_\_\_ of the Township of \_\_\_\_\_  
\_\_\_\_\_ in the county of \_\_\_\_\_ and the State of \_\_\_\_\_  
being of full age, being duly sworn according to law on my oath depose and say that;

I am \_\_\_\_\_, an officer of the firm(s) of \_\_\_\_\_  
\_\_\_\_\_ the bidder making the proposal for the above named work, and that I executed the said proposal  
with full authority to do so; that said bidder at the time of making this bid, {as applicable, insert "is" or "is  
not"} included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified  
Bidders; and that all statements contained in said proposal and in this affidavit are true and correct, and made  
with the full knowledge that \_\_\_\_\_ as Local Unit relies upon the truth of the  
statements contained in said proposal and in the statements contained in this affidavit in awarding the  
contract for said work The undersigned further warrants that should the name of the firm making this bid  
appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at any time prior to,  
and during the life of the contract, including the Guarantee Period, that the Local Unit shall be immediately  
so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as a contractor is subject to debarment,  
suspension and/or disqualification in contracting with the State of New Jersey and the Department of  
Environmental Protection if the contractor, pursuant to N.J.A.C. 7:1-5.2, commits any of the acts listed  
therein, and as determined according to applicable law and regulation.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Name and Address of Contractor  
\_\_\_\_\_  
\_\_\_\_\_  
Name and Title of Affiant

Subscribed and Sworn  
Before me this \_\_\_\_\_ day  
Of \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_

**Notary Public of**

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

Signed: \_\_\_\_\_  
By: \_\_\_\_\_  
Signature of Officer or Individual  
\_\_\_\_\_  
\_\_\_\_\_

If BIDDER is:

**An Individual**

By \_\_\_\_\_  
(SEAL) \_\_\_\_\_  
(Individual's Name)  
Doing business as \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_

**A Partnership**

By \_\_\_\_\_  
(SEAL) \_\_\_\_\_  
(Firm Name)  
\_\_\_\_\_  
(General Partner)  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_

**A Corporation**

By \_\_\_\_\_  
(SEAL) \_\_\_\_\_  
(Corporation Name)  
\_\_\_\_\_  
(State of Incorporation)  
By \_\_\_\_\_  
(Name of Person Authorized to Sign)  
\_\_\_\_\_  
(Title)  
(Corporate Seal)  
Attest \_\_\_\_\_  
(Secretary)  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_

**A Joint Venture**

By \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Address)  
By \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is party to the joint venture should be in the manner indicated above)

## DEVIATIONS AND/OR EXCEPTIONS

All deviations or exceptions from the specifications must be clearly enumerated; otherwise, delivery shall be in conformance to the specified requirements.

Signed: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Officer or Individual

Firm: \_\_\_\_\_

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

This proposal is accompanied by a bid security in accordance with the conditions stated in the Invitation to Bid.

The bid security in the form of      Certified Check  
  Cashier's Check is in  
  Bid Bond

the amount of \_\_\_\_\_ (\$\_\_\_\_\_)

Payable to \_\_\_\_\_

The undersigned hereby agrees that if this proposal shall be accepted by the Township, and the undersigned shall fail to execute and deliver the contract and the required Performance Bond or other required documents in accordance with the requirements of this proposal and as stated under instructions to Bidders within the time specified, then the undersigned shall be deemed to have abandoned the contract and thereupon the proposal and acceptance shall be null and void and the security accompanying the proposal shall be forfeited to and retained by the Township, as liquidated damages for such failure or neglect, and to indemnify the Township for any loss which may be sustained by failure of the Bidder to execute the contract and furnish documents as aforesaid.

The undersigned is      An Individual  
                                    A Partnership      under the laws of the State  
                                    A Corporation

Of \_\_\_\_\_ having principal offices at

\_\_\_\_\_

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

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

**BIDDERS PROPOSAL**

BID FORM: **AUDIO/VIDEO SURVEILLANCE CAMERAS**  
(General Contract)

TO: **TOWNSHIP OF OLD BRIDGE**  
(Township)

BID NUMBER: 2008-29

The Undersigned, as Bidder, declares that the only person or parties interested in this proposal as principal or principals is or are named herein, that this proposal is made without connection with any person or persons making a proposal for the same purpose; that no officer, employee or agent of the Township is directly, or indirectly interested in this proposal, or in the supplies or work to which it relates or in any portion of the profits thereof;

That this proposal is in all respects fair and without collusion or fraud;

That he/she or his/her representative has carefully examined the site of the work, the Information for Bidders, the General Conditions, the Form of Contract and the Specifications.

And that he/she proposes and agrees that if this proposal is accepted he/she will contract with the Township, in the form of the contract annexed hereto, to provide all machinery, tools and labor equipment and so all the work specified and in accordance with the requirements of the Township, and that he/she will take in full payment for each item thereof the following prices to wit:

**PROJECT IDENTIFICATION****AUDIO/VIDEO SURVEILLANCE CAMERAS**

THIS BID IS SUBMITTED TO:

Township of Old Bridge  
One Old Bridge Plaza  
Old Bridge, NJ 08857

Attn: Rose-Marie Saracino, Municipal Clerk

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to enter into an agreement with the TOWNSHIP in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents.
2. BIDDER accepts all of the terms and conditions of the advertisement or Invitation to Bid and Instructions to Bidders, including, without limitation, those dealing with the disposition of Bid Security. This bid will remain subject to acceptance for sixty days after the day of bid opening. BIDDER will sign and submit the agreement with the bonds and other documents required by the bidding requirements within ten days after the date of Township's Notice of Award.

3. In submitting this bid, BIDDER represents, as more fully set forth in the agreement, that:

- a. BIDDER has examined copies of all the bidding documents and of the following addenda (receipt of all which is hereby acknowledged):

Date	Number
<hr/>	<hr/>
<hr/>	<hr/>

- b. BIDDER has familiarized itself with the nature and extent of the contract documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.
- c. BIDDER has carefully studied all reports and drawings of subsurface conditions and drawings of physical conditions, which are identified in the contract documents, and accepts the determination, set forth in said paragraph of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.
- d. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in {c} above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the work at the contract price, within the contract time and in accordance with the other terms and conditions of the contract documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.
- e. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the contract documents.
- f. BIDDER has given the TOWNSHIP written notice of all conflicts, errors or discrepancies that it has discovered in the contract documents and the written resolution thereof by the TOWNSHIP is acceptable to BIDDER.
- g. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantages over any other Bidder or over the TOWNSHIP.
- h. BIDDER has evaluated the requirements of the following items and included all costs and other factors related to same in his bid:

ITEM

- [1] Township's protective insurance policy
- [2] Township's named as co-insured parties on contractor's liability insurance policies

- i. If awarded the contract, the undersigned BIDDER agrees to fully comply with the requirements of P.L. 1975, c.127, as amended and supplemented.
  - j. If awarded the contract, the undersigned BIDDER agrees to comply with “The Prevailing Wage Act”, P.L. 1963, c.150, as amended and supplemented.
4. The following mandatory requirements have been completed and are included in the bid package:
- a. Stockholder or Partnership Disclosure
  - b. Subcontractor’s Form
  - c. Business Registration Certificate
  - d. Acknowledgement of Addenda and/or Revisions
  - e. Bid Surety
5. The following additional documents have been completed and are included in the bid package:
- a. Non-Collusion Affidavit
  - b. Stockholder or Partnership Disclosure
  - c. Certificate of Experience
  - d. Certificate of Equipment
  - e. Affirmative Action Form
  - f. Americans with Disabilities
  - g. Resolution of Authorization if Bidder is a Corporation
  - h. Bidder’s Qualification Sheet
  - i. Bidder’s Personnel
  - j. Signed Checklist of Required Documents
  - k. Bid Proposal Form

## **SPECIFICATIONS**

### **THE FOLLOWING GENERAL REQUIREMENTS SHALL APPLY TO ALL LOCATIONS**

#### **HOLIDAYS:**

Work shall not take place on the following holidays.

New Year's Day  
President's Day  
Friday before Easter  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day following Thanksgiving  
Christmas Day

#### **PERIOD OF CONTRACT**

After receipt by him of the acceptance of his proposal, the Contractor shall complete the performance of the entire work within the time specified as follows:

12 MONTHS

#### **INSURANCE/BACKGROUND CHECKS**

The contractor is responsible to conduct adequate background checks on all employees and/or subcontractors working at Township facilities. Contractors and/or subcontractors must be bonded, show proof of insurance coverage naming the Township as an additional insured, and workers' compensation insurance.

#### **CANCELLATION OF CONTRACT**

Any contractor accumulating two (2) "unsatisfactory service" notices in a sixty (60) day period may be dismissed within ten (10) days of receipt of a contract cancellation notice from the Township.

#### **PENALTIES**

In the event of a default in performance by the contractor, the Township will suffer damages. Certain of these damages may be reasonably ascertained; however, others consist of intangible losses, which are difficult to accurately calculate and assess. For those tangible losses the contractor shall be liable for, the Township may deduct from any amount then due to the contractor, liquidated

damages in the amount of \$100.00 per day for each failure on the part of the contractor to perform any of the “mowing or maintenance services” described herein. The sum determined pursuant to this paragraph is not a penalty, but an attempt to reasonably forecast the potential harm due to intangible losses caused by the contractor’s breach. The contractor acknowledges that in submitting its bid and in accepting the award of this contract, it has ascertained the risk of non-performance under this paragraph to the same extent as if the contractor and the Township had negotiated the amount of liquidated damages at arm’s length.

The election of the Township to refrain from assessing liquidated damages for any failure of the contractor shall not constitute a waiver on the part of the Township in the event it shall later elect to terminate the contractor for breach, or to collect liquidated damages as specified herein. If the amount of liquidated damages due from the contractor exceeds the amount of all monies due and to become due to the contractor, the contractor shall pay the balance to the Township. Nothing herein shall prohibit the Township from pursuing any claim for compensatory damages for all actual losses resulting from the contractor’s failure to comply with the terms of the contract.

### **ITEMIZED BILLING**

The contractor must submit detailed monthly billing for the previous month showing the various contractual chores performed during that month

### **LOCATION SECURITY**

Buildings, gates, and yards shall not be left unlocked. Locations may only be unlocked when work crews are present and working.

Violation of this restriction constitutes a serious non-performance condition and may jeopardize the contract and prevent the contractor from future bidding.

### **INSURANCE**

The contractor shall maintain during the life of the contract, insurance policies of the type and with the minimum limits indicated below and in a form satisfactory to the municipality. The contractor shall provide a certified copy of the policies and/or certificates of insurance satisfactory to the municipality prior to commencement of work. Contractor must maintain Workers’ Compensation insurance in accordance with laws of the State of New Jersey. The contractor shall also have and maintain Employers Liability Insurance. Commercial General Liability insurance coverage, written on an occurrence basis, and must not be altered by any endorsements limiting coverage. Limits of liability shall not be less than the \$1,000,000. Municipality must be named as an additional insured.



## SPECIFICATION

Old Bridge Township Police Dept. is accepting proposals for a comprehensive audio/video surveillance system for use in Patrol Fleet. When system is implemented, all activities triggered by light bar activation, siren, hot key pressed or similar trigger will be captured to a video and audio recording device and made available for playback by local law enforcement and judicial inquiries.

The surveillance system is based on recording system that is mounted in each Patrol vehicle. This includes a very high quality camera coupled with multiple microphones that are all synchronized and all activity time stamped. There will not be any opportunity to modify any recordings by anyone. All recordings will be offloaded from each Patrol vehicle via a wireless transfer. The wireless transfer must not require any action by operator and must be otherwise invisible to user.

All serious bidders understand:

- a site walkthrough prior to submitting proposal is strongly encouraged. This is to get complete understanding of what radar units, light bar, siren, radio, car make/model/year etc. that will be integrated with recording system. Additionally the layout of campus, understanding of what equipment is in place and exactly what equipment will be needed to accomplish the prime objective.
- Within 2 weeks of bid award, the winning bidder will initiate a project kickoff meeting. Key items to discuss will at least include: what camera triggers will be utilized, establish system parameters and clearly understand end user expectations.
- All received bids will be evaluated for completeness, accuracy and perceived ability to meet objectives of defined project. Bids submitted without a price breakdown (see last sheet of this technical spec) will likely be rejected.
- Bidders must be an authorized vendor with State of NJ Purchasing Bureau. No Purchase Order can be issued prior to or without this authorization.
- Bids that include "Travel" costs **will be rejected**.
- Any/all questions about this bid will not be answered unless sent in writing to: [purchasing@oldbridge.com](mailto:purchasing@oldbridge.com)  
Additionally, no questions will be answered within 3 business days of bid opening.

This project will be implemented in several phases.

*PHASE 1:* Implement complete end-to-end system for 10 cars

- Design/deliver/install/test:
  - o Setup for first 10 cars
  - o Secure wireless link to offload data
  - o All required software to capture video/audio in patrol vehicle and manage it by Police Administration.
  - o Training of at least 20 Patrol Officers, 12 "Officer in Charge" and 4 Administration personnel

*PHASE 2:* Implement video/audio capture in balance of patrol vehicle fleet.

- Build-out balance of patrol and undercover vehicles (up to 50 cars)
- Train remaining system users (Patrol, managers etc..)

### ITEMS TO BE INCLUDED IN ALL PHASES:

***Bidders must fully complete tables at end of these bid specifications.***

### EQUIPMENT/DESIGN:

1. **Video recorder:** Panasonic Arbitrator or equivalent unit that meets or exceeds the technical specifications of Arbitrator. This includes at least the following:

1. **GENERAL:**

- a. All video is captured and stored digitally.
- b. Recorder must be capable of streaming video/audio to storage, with MPEG-4 compression
- c. Storage media must be in Compact Flash, PCMCIA Type 2 format or newer.

- d. System must interface with Traffic radar units. Target speeds will be displayed on mobile computer and recorded. Bidder must include any/all components necessary to integrate with radar units a & b. If integration with units c & d is possible, please include all components as well.
  - a. Applied Concepts Inc: Stalker "Duel"; qty = 21
  - b. Kustom Signals: Directional Golden Eagle; qty = 7
  - c. K55; qty=12
  - d. Honeybee; qty=2
- e. Patrol vehicle speed must be recorded and obtained from built-in GPS, radar or other
- f. Recorder must interface to GPS or vehicle speed sensor to accurately record speed of Patrol car during any/all recordings.
- g. System must have a user-adjustable video buffer of at least (1) minute to permit recording of events prior to activation of recorder.
- h. System must have a visual indicator to alert Officer that system is recording. This indicator must be visible to Officer while working outside car as well as when inside car. If indicator lamp is on officers person, it should have option to toggle off or dim.
- i. System should interface with existing Panasonic Toughbooks models CF29 and newer, but not require the Toughbook to control camera or recorder. If additional components are necessary to view camera recordings on Toughbook, this must be included as a line item in bid response.
- j. Recorded data must be secured in locked unit. Only those with specific key will have ability to manually removed recorded video/audio from a patrol vehicle.

## 2. CAMERA

- a. Storage mechanism cannot utilize moving parts.
- b. At a minimum, .03lux light sensitivity
- c. Capture mode minimum resolution is 640 x 480 @ 30 fps
- d. At a minimum, camera must "see" 27 foot wide field of view at 20 feet.
- e. Must have built-in wide-angle zoom lens that is removable.
- f. Must utilize technology to reduce/eliminate glare from windshield/hood
- g. Very small and compact form factor to not block officers view
- h. Auto-iris lens will automatically adjust for varying light levels.
- i. Must have automatic white balance, backlight compensation and day/night switch
- j. The effective focal length must be a minimum of 2.65mm up to 58.4mm (with wide angle lens).
- k. Built-in image sensor must be a Charged Couple Device (CCD) with a minimum effective area of 480 lines resolution in color mode and also in black/white mode.
- l. Camera must have auto-focus and auto-iris (non motorized galvanic lens).
- m. Telephoto zoom lens must have optical zoom of at least 12x and a digital zoom of at least 12x with a ratio of at least 144:1.
- n. Infrared functionality must be either automatic or manual as Officer needs dictate.
- o. Camera must have at least (1) pre-set position/zoom configurations that Officer can quickly restore camera to.
- p. The camera must be ready for use upon installation. No "burn-in" or "break-in" periods are permissible.
- q. Camera must be controllable either from back of camera with user friendly controls and visible in low light conditions.
- r. Must be acceptable for use in Patrol car environment experienced in State of NJ. Must be able to withstand physical shock (up to 1500 G's), DC power variations as well as extreme climate changes (-40degF to 175degF).

## 2. Computer Software application on computer in Patrol Car

- 1. Identify and record what activity triggered recording (light bar, hot key etc.)
- 2. Must have at least 8 trigger inputs (light bar, siren, hot key etc.)
- 3. Must have ability to playback all recordings in camera and viewed by officer in car.
- 4. Compatible with Microsoft Desktop such as Windows XP or newer and used on existing and future purchased Panasonic CF29 or compatible mobile computers.
- 5. Utilizing encryption or other authentication procedure, all recorded data must be secured and rendered unreadable by any other system.
- 6. System must be capable of recording at least 3 hours without car engine running.
- 7. System must advise Patrol Officer of current system status such as disk space used, record time remaining etc.
- 8. System must alert Officer that storage is near capacity and off-load is required.

9. Should have capability to add appendages by Officer such as bookmarks, text notes and audio. These would be used to highlight sections of recording.
  10. System must have provision to display and control all aspects of camera and recording.
  11. All video from camera must be displayed in real-time on computer or an external in-car viewing device.
  12. Video viewing and camera functions must also be possible from a separate monitor console mounted on the car header
3. **Audio recording:**
1. Winning bidder will supply (3) microphones per car for each of the first 10 patrol cars.
    - a. Two are remote. One is for officer on shift 1, one is for officer on shift 2
    - b. One is hard wired into car. Police Admin to assign location on a per-car basis.
  2. Remote microphone can be analog or digitally transmitted, but must be FCC authorized.
  3. Remote microphone must have a range of at least 1/8 mile.
  4. Remote microphone must have at least 3 channels to operate within and automatically select the most functional channel in real-time.
  5. Remote microphone must utilize re-chargeable batteries and operate at least 10 hours on a single charge.
  6. Capability to recharge battery (on remote) must be available in each patrol car.
  7. Remote microphone must audibly and visually alert Officer that battery is low.
  8. System must record EACH microphone on a separate audio track.
  9. Recording system must NOT record from a microphone worn by user in another vehicle.
  10. In the event Officer activates recorder, to capture event within last 60 seconds, the Officer will have ability to mute the audio and only record the video of last 60 seconds.
  11. A bank of 10 chargers or series of individual chargers is required for the Patrol Bureau to charge microphones that are not in use or charging in the cars.
4. **Connection to Backend Server (Wireless):**
1. System must transmit wirelessly to Headquarters without any Officer involvement.
  2. System must be setup to require encryption and only permit connections from OB Patrol Vehicles.
  3. System must be designed and configured with "load balanced" Wireless Points for maximum transfer rates, redundancy as well as failover.
  4. Wireless points will be mounted to brick face of building. Bidders should assume there is no A/C outlet in area(s) likely to mount these units.
  5. Vendor must include design details with bid response. This includes component selection, values for upload throughput the system is designed for as well as component location.
5. **Backend Server**
1. Require ability to read storage media manually removed from Patrol Car without passing thru wireless network.
  2. System must store archived data with minimum of (3) media formats. These include local device in patrol car, server in HQ and CD or DVD media.
  3. All archived data must be time-stamped and utilize an authentication method to prove the data was not modified.
  4. The system will protect all stored data and assure that no recorded data is overwritten.
  5. System will provide archive ability for indefinite term.
  6. System will provide ability to auto-purge recorded data based on time/date as defined by Administration.
  7. Server must be "sized" to accommodate current archiving requirements set forth by County Prosecutors office.
  8. Vendor will provide line item price and detailed configuration of recommended server; OB Township reserves the right to purchase server from NJ State Contract vendor. Currently OB Township uses Dell servers, but will consider all recommendations.
  9. System will be password protected. Deleting of camera recordings will only be permitted by authorized users that are assigned by Police Admin.
6. **Software Application on computer in OIC (Officer in Charge) office:**
1. Compatible with Microsoft Desktop such as Windows XP or newer.
  2. Ability to search all recordings on system by date/time, trigger, Event, Bookmark/Notes and any other meta-data captured.
  3. Not have ability to modify any data captured by camera or microphone.
  4. Not have ability to modify appendages made by officer such as bookmarks, notes or audio commentaries.

5. Will have ability to add their own appendages. These would be in addition to Officers.

## 7. Software

1. Include all features/options as “Officer in Charge” with the exception that any appendages can be edited, deleted, amended or new ones added.
2. Provide ability to output any recordings to CD and DVD media.
3. Provide option to produce CD or DVD without officers, OIC or any other appendages.
4. Provide option to manage the auto-archiving settings.
5. System will offer option to delete camera recordings, but only by users authorized by Police Admin.
6. All system events (delete data, archive data) should be time-stamped in a log for future analysis.

## INSTALLATION:

### 8. Patrol Car

1. Storage media must be secured in Patrol Car and only removed by user with appropriate key.
2. Recording/Playback equipments must be located in each installed Patrol car in a non-intrusive location and have no interference with air-bag or officers safety.
3. Location of camera mounting cannot interfere with safety of Officer or safe operation of vehicle nor interfere with vehicle air bags, radio, mobile computer or obstruct any vision of officer.
4. Mounting bracket must have ability to stay fixed in one spot, or be manually turned as much as 180degrees in either direction without stressing wiring.
5. Mounting bracket must be strong enough to withstand harsh environment. This includes extreme heat, vibration and abrupt impact.
6. Camera and recording system must be interfaced into existing Panasonic CF29 mobile computer docking station. All connectors must be of suitable quality for this environment. Any connectors pointing down (towards floor of car) must utilize a 90 degree connector to prevent damage to cable. There cannot be ANY connections to mobile computer ONLY the docking station.
7. Wireless antenna must be installed in such a way that gain of existing antennas is not altered.
8. All installed wiring must be secured to vehicle using ty-wraps to assure no interference with vehicle moving parts or occupants.
9. Installer to verify no electrical interference with police radio or car radio. No buzzing or whining thru car speakers is acceptable.
10. All required components of the camera installation into patrol car must be included in any bid response. This includes labor, parts, all consumable materials and management oversight.
11. Recorder must be configured to auto-engage from at least these triggers:
  - a. - Light bar activation
  - b. - Sudden deceleration (crash)
  - c. - Siren activation
  - d. - Manual

### 9. “Officer in Charge” office

1. Provide specifications on memory, disk space, CPU etc that are required to run software.
2. Install software on an existing Windows XP compatible workstation that is shared by multiple users.
3. Each user has unique logon and password. System must provide complete functionality as described above in section 6 for each user. There is NO shared logon.

### 10. Data Center

1. Provide complete server specifications, including archiving, storage, disk RAID, memory etc.
2. Server must have (2) Network Interface Cards (NIC) to assure connection to 100meg Police network as well as connection to WAP(s).
3. Server must be designed for maximum data integrity and assume that many recordings will need to be saved forever. These usage figures should serve as an estimate when calculating size of server.
  - a. Average of 500meg per car per shift
  - b. There are 3 shifts per day
  - c. There are 12 cars per shift
  - d. There are 36 cars.
  - e. For ~ 5 hours/day, 2 shifts overlap thus up to 20 cars could possibly be recording at same time.
4. Customer will configure server on existing computer network and provide anti-virus as well as backup software.

5. Winning bidder will install all server application software and fully configure/test server.
6. Winning bidder has option to configure server at their facility and deliver to Township; however Township will not pay for any related shipping charges.
7. Winning bidder understands there are ~ 6 available ports on Cisco data center switch; dedicated to this project. Those would be used in a private VLAN that is not routed. The ports would be used for server and WAP(s) only.
8. The server must be configured for (dual NIC) and NOT route IP between NICs.

#### **11. Wireless connection**

1. Design/install/configure/test and validate a secure wireless connection for uploading of all recordings in patrol car to back end server.
2. Supply all equipment for wireless connection.
3. Install all equipment for wireless connection. WAP(s), cabling, installation, WAP programming as required. All installations must be done in accordance with Code Enforcement policies. Thus Code Enforcement Dept. must review all installation specs for conformance. If permits are required, these will be “fee-waived” but will still be processed as part of installation. Winning bidder is responsible for completing all required permits.
4. Configure first 10 patrol cars with functionality to upload via wireless without any user participation.
5. Implement a secure wireless connection with encryption and advanced security methods to insure only OB Police vehicles have ability to connect to backend server.
6. System cannot broadcast SSID or other parameters.
7. Wireless system must be “load balanced” to assure optimal data upload as well as reliability and failover. This requires at least (2) WAP devices. The WAPs must be configured identically with option to add additional WAPs with same config as growth demands.
8. Reference above section 10.3 for usage estimates and resulting data transfer loads when calculating bandwidth and Quality-of-Service values.
9. WAP(s) mounted to building must be non-intrusive and blend in with existing décor.
10. WAP(s) must be mounted high enough to prevent accidental damage and/or vandalism.
11. System must start uploading of data once cars enter parking lot from main road and sustain high-speed uploads while ANYWHERE in the Police parking lot. All bidders are encouraged to perform site walk-thru to have clear understanding of issues/concerns for wireless design.

#### **12. Management workstation**

1. Provide specifications on memory, disk space, cpu etc that are required to run software.
2. Install software on (2) existing Windows XP compatible workstations that are not shared.

#### **13. Training**

1. Winning bidder will provide training on-site in Police training room. Since Patrol works different shifts, training will be performed in phases. As a guide, bidders can assume training will include:
  - a. System Admins (3 users)
  - b. OIC users (10 users)
  - c. Patrol Officers (20 users)
  - d. “train the trainer” (2 users)
2. Winning bidder will provide instructions for extracting video from a damaged patrol car (cannot enter parking lot, or has does not have enough power to transmit wireless).

### **Support/Maintenance:**

#### **14. Patrol Car**

1. Winning bidder will provide on-site visits as required to assure units are operating to factory specifications and adjust/correct issues. Customer will not be invoiced for these visits as related to warranty repairs.
2. Winning bidder will schedule an inspection of camera systems in each car on a set interval not to exceed 12 months. The cost of this visit must be included in yearly maintenance at the provided line item.
3. Vendor will not invoice for travel/hotel or any other expenses when visiting Township facility for repair/warranty or any other purpose.

#### **15. Data Center & Wireless**

1. Winning bidder will provide on-site visits as required to assure system is operating to factory specifications. Customer will not be invoiced for these visits as related to warranty repairs.
2. Vendor will supply/install service packs and updates to Mobile application software at no charge to Township.

3. Vendor will NOT be provided remote access to any data center equipment unless initiated by OB Police.
4. Support includes phone or on-site visits as required for assistance in securing confidential CDROM or other system outputs as well as general system use.

#### 16. Data Center

1. Winning bidder will provide on-site visits as required to assure system is operating to factory specifications. Customer will not be invoiced for these visits as related to warranty repairs.
2. Vendor will supply/install service packs and updates to Mobile application software at no charge to Township.

### PAYMENT SCHEDULE

17. Vendor accepts the following invoice/payment processing schedule.
  - 17.1 Payment #1: (Includes all in-house items installed, tested and otherwise fully operational)
    - 17.1.1 Server, wireless buildout. System is ready to accept data from vehicles.
  - 17.2 Payment #2: (Includes all install/config. of first 10 patrol vehicles.)
    - 17.2.1 Tested and confirmed upload to server is operational and responsible performance.
  - 17.3 Payment #3: (Includes Training and in-house workstation setup)
    - 17.3.1 Completed all training as outlined above.

All bids will be evaluated and points assigned as follows. The highest point total will be awarded contract.

- a. Bid includes all required elements: 10 points.
- b. Completeness of implementation plan: Up to 15 points
- c. Number of completed projects, of similar nature and scope, within the past 2 years, with state/local government agency. Highest number of completed projects get 15 points. Next highest gets 12 points. Each lower number of completed projects – points are reduced by 3 point.
- d. Lowest 'Total Bid Price' receives 20 points. Points will be lowered by 5 points for each higher price. (2<sup>nd</sup> highest get 15 points)

### Equipment/Installation compliance checklist:

DESCRIPTION / SECTION OF SPEC	Meets or exceeds		Exception
	YES	NO	
System Design			
Wireless Design/plan			
Equipment			
Installation			
Support			
Training			
Payment Schedule			

Bids that include any mark in the "NO" column above will be rejected unless Exception is clearly identified and explained. Township of Old Bridge reserves the right to reject any bid that includes any exceptions.

Bidders are required to complete the following.

Company name submitting bid: \_\_\_\_\_

Primary Contact name: \_\_\_\_\_ Primary Contact phone: \_\_\_\_\_

### DELETIONS

*The bidders are herein advised that limited funds are available for the Project. If proposals received are higher than the funds permit, the Owner may desire to delete certain items.*

*Items deleted shall be deleted in the same amount as listed in the above unit prices proposed in the bid. The Owner reserves the right to delete as few or as many items that it deems is in the best interest of the Township to do so.*

## PRICE BREAKDOWN:

*Vendor understands that a Performance Bond and a bid surety bond are required per this bid. Details are outlined near beginning of this RFP. Reference the "Startup-Total" in table below when calculating bond amounts. All maintenance for ALL years must be included in Total Bid Price.*

*Vendor understands that Old Bridge Township reserves the right to purchase additional units (same or updated/upgraded) per this bid at the same price listed below. This right will be available for term of 12 months beginning when the invoice is processed, by Old Bridge Finance Dept., for first 10 car buildout.*

ITEM	TOTAL PRICE
Equipment to buildout first (10) Patrol cars	\$
Installation into first (10) Patrol Cars	\$
Installation of (1) server software/config	\$
Installation of software on workstation in (1) OIC office	\$
Installation of software on (2) workstations in Admin office	\$
Design/supply/install/setup/test wireless	\$
Training as described above	\$
<b>Startup - Total</b> (use this total to calculate Bond amounts.)	\$

Year 1 Maintenance: per car \$ _____ X 10 cars =====>	\$
Year 2 Maintenance: per car \$ _____ X 10 cars =====>	\$
Year 3 Maintenance: per car \$ _____ X 10 cars =====>	\$
Year 4 Maintenance: per car \$ _____ X 10 cars =====>	\$
Year 5 Maintenance: per car \$ _____ X 10 cars =====>	\$
<b>Car maintenance - Total</b>	\$

Year 1 Maintenance: Wireless install/equipment	\$
Year 2 Maintenance: Wireless install/equipment	\$
Year 3 Maintenance: Wireless install/equipment	\$
Year 4 Maintenance: Wireless install/equipment	\$
Year 5 Maintenance: Wireless install/equipment	\$
<b>Wireless maintenance - Total</b>	\$

Year 1 Maintenance: Server install/equipment	\$
Year 2 Maintenance: Server install/equipment	\$
Year 3 Maintenance: Server install/equipment	\$
Year 4 Maintenance: Server install/equipment	\$
Year 5 Maintenance: Server install/equipment	\$
<b>Server maintenance - Total</b>	\$

Year 1 Maintenance Software on server & desktops	\$
Year 2 Maintenance Software on server & desktops	\$
Year 3 Maintenance Software on server & desktops	\$
Year 4 Maintenance Software on server & desktops	\$
Year 5 Maintenance Software on server & desktops	\$
<b>Software maintenance - Total</b>	<b>\$</b>

<b><u>TOTAL BID PRICE</u></b> (Startup + Car + Wireless + Server + Software Maintenance Totals)	<b>\$</b>
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Car Maintenance Total: - Bidder will include cost per car for each of the first 5 years of use.

Wireless Maintenance Total: Bidder will maintain wireless configuration and provide Next Business Day service to correct any deficiencies. Bidder is responsible for assuring that wireless throughput is maintained.

Server Maintenance Total: Bidder will maintain server components and provide Next Business day service to correct any deficiencies.

Software Maintenance Total: Bidder will assure that all updates to application are installed on Townships servers and desktops at no additional charge to Township. Bidder will assure that ability to manage recordings and ability to "burn" CD/DVD is maintained.

Bidders understand that Purchase Order will be issued for "Start-up" total only. All invoices for yearly maintenance will be issued in corresponding budget year.



## **PREVAILING WAGE AFFIDAVIT**

I hereby certify as follows:

1. I am the duly authorized agent of \_\_\_\_\_ to make this certification on behalf of \_\_\_\_\_, the contractor.
2. I am compliant with N.J.S.A.34:11-56.25 et Seq. (Prevailing Wage Rates).
3. I have reviewed the prevailing wage rate determination within the bid package.
4. All contractors and subcontractors performing public works construction projects must follow payroll reporting requirements according to amended rules and regulations of the New Jersey Prevailing Wage Act. Certified payroll records must be submitted, within 10 days of the payment of wages, to the government entity that contracted the construction. Contractors and the subcontractors who fail to provide these records are subject to penalties of up to a maximum of \$250.00 for the first violation and up to \$500.00 for subsequent violations.
5. I have read this statement and I know the contents and know the same to be true to my own knowledge.
6. I, therefore, certify that the bid submitted herewith to be in compliance to the Prevailing Wage Rate.

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

## **NOTICE OF AWARD**

Dated \_\_\_\_\_, 2008

TO: \_\_\_\_\_  
(Bidder)

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

### **PROJECT: AUDIO/VIDEO SURVEILLANCE CAMERAS**

TOWNSHIP'S CONTRACT NO. 2008-29

You are notified that your bid dated \_\_\_\_\_ for the above contract has been considered. You are the apparent successful bidder and have been awarded a contract for \_\_\_\_\_. The contract price of your contract is \$ \_\_\_\_\_.

Three copies of each of the proposed contract documents (except drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within ten days of the date of this Notice of Award, that is by \_\_\_\_\_.

1. You must deliver to the TOWNSHIP three fully executed counted counterparts of the agreement including all the contract documents. Each of the contract documents must bear your signature.
2. Other:
  - a. Certificates of Insurance in not less than the required amounts.
  - b. Township's co-insurance certificate in proper form and substance.

Failure to comply with these conditions within the time specified will entitle the TOWNSHIP to consider your bid abandoned, to annul this Notice of Award and to declare your bid security forfeited.

Within ten days after you comply with those conditions, TOWNSHIP will return to you one fully signed counterpart of the agreement and the contract documents attached.

TOWNSHIP OF OLD BRIDGE, NEW JERSEY  
(Township)

BY \_\_\_\_\_  
(Authorized Signature)

Michael S. Jacobs  
Township Administrator

Receipt of this "Notice of Award" is acknowledged.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_  
                    (Printed Name)                      (Signature)                      (Date)

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

Copy to Township Clerk  
(Use Certified Mail, Return Receipt Requested)

**STANDARD FORM OF AGREEMENT**  
**BETWEEN TOWNSHIP AND CONTRACTOR**  
**AUDIO/VIDEO SURVEILLANCE CAMERAS**

THIS AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2008  
by and between:

THE TOWNSHIP OF OLD BRIDGE, MIDDLESEX COUNTY, NEW JERSEY  
ONE OLD BRIDGE PLAZA, OLD BRIDGE, NEW JERSEY 08857

(Hereinafter called TOWNSHIP)

\_\_\_\_\_  
(Hereinafter called CONTRACTOR)

WITNESSETH THAT TOWNSHIP AND CONTRACTOR in consideration of the  
mutual covenants hereafter set forth, agree as follows:

1. WORK:  
Comprehensive AUDIO/VIDEO SURVEILLANCE CAMERAS system for use in Old  
Bridge Police Department Patrol fleet

2. CONTRACT PRICE:  
TOWNSHIP shall pay CONTRACTOR for performance of the work in accordance with  
Contract Documents in current funds as follows:

SEE PROPOSAL BID FORMS

3. CONTRACT DOCUMENTS:  
The contract documents, which comprise the contract between TOWNSHIP and  
CONTRACTOR, are attached hereto and made a part thereof and consist of the following:

- 3.1 This Agreement;
- 3.2 Exhibits to this Agreement (if any);
- 3.3 Notice of Award;
- 3.4 Instructions to Bidders;
- 3.5 General Conditions;
- 3.6 Supplementary Conditions (if any);
- 3.7 Specifications;
- 3.8 Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive, and;
- 3.9 Any modifications, including change orders, duly delivered after execution of  
this Agreement.

4. MISCELLANEOUS

4.1 Term used in this agreement are defined in Section 1, and shall have the  
meanings indicated.

4.2 Neither TOWNSHIP nor CONTRACTOR shall, without prior written  
consent of the other, assign or sublet in whole or in part his interest under any of the

contract documents; and specifically, CONTRACTOR shall not assign any monies due or to become due without the prior written consent of TOWNSHIP.

4.3 TOWNSHIP and CONTRACTOR each binds him/herself, his/her partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the contract documents.

4.4 The contract documents constitute the entire agreement between the TOWNSHIP and CONTRACTOR and may only be altered, amended or repealed by a written instrument duly executed by both parties.

## 5 OTHER PROVISIONS

5.1 Agreement to Do All Work and to Accept Conditions. The CONTRACTOR agrees to furnish all labor to fully and faithfully construct, perform, and execute all work in accordance with the specifications, and to furnish all labor, tools, implements, machinery, forms and transportation necessary and proper for the completion of the job at the prices named by him/her in the itemized proposal.

5.2 Modification of Contract. The CONTRACTOR, in entering into this contract, understands that the TOWNSHIP reserves the right to modify, to the extent herein provided, the location, character, grade or size of the work or appurtenances, whenever in his/her opinion he shall deem it necessary or available to do so. The CONTRACTOR shall and will accept such modifications when ordered in writing by the TOWNSHIP, and the same shall not violate or void this contract. Any such modifications so made, shall not, however, subject the CONTRACTOR to increase expense without equitable compensation, which shall be determined by the TOWNSHIP Administrator, subject to the approval of the TOWNSHIP. If such modifications (if there be any) result in decrease in the cost of work involved, an equitable deduction from the contract price shall be made, as determined by the TOWNSHIP Administrator. The TOWNSHIP Administrator's determination of any such additional compensation or of any deduction shall be based upon the bids submitted and accepted. In no event shall any modifications in the work shown on the specifications be made unless the nature and extent thereof has first been certified by the TOWNSHIP Administrator in writing and sent to the CONTRACTOR.

5.3 Increase or Decrease of Quantities Elimination of Items. In entering into this contract, the CONTRACTOR agrees that the quantities of work as stated in said proposal are only approximate, and that during the progress of the work, the TOWNSHIP may find it advisable and shall have the right to omit portions of the work and to increase or decrease the quantities, and the TOWNSHIP reserves the right to add or to take from the amount of the work as may be necessary to complete the work in a manner satisfactory to the TOWNSHIP.

The CONTRACTOR shall and will at no time make claim for anticipated profit or loss of profits because of any difference between the quantities of the various classes of work actually done, or of the materials actually furnished, and the said estimated quantities.

5.4 Equal Employment Opportunity/Affirmative Action.

5.5 State Grand Funds. When a CONTRACTOR is partially funded by a State Grant:

CONTRACTOR agrees to furnish labor and equipment in strict compliance with the contract documents and agrees to the assessment of any penalties, and/or to complete required corrective WORK based upon inspection and sampling test results determined in accordance with the contract documents, which disclose defective or substandard WORK.

IN WITNESS WHEREOF, TOWNSHIP and CONTRACTOR have signed this agreement in triplicate. One counterpart each has been delivered to TOWNSHIP and CONTRACTOR. All portions of the contract documents have been signed or identified by TOWNSHIP and CONTRACTOR on their behalf.

The agreement will be effective on \_\_\_\_\_, 2008.

OWNER: TOWNSHIP OF OLD BRIDGE

CONTRACTOR: \_\_\_\_\_

BY: JAMES T. PHILLIPS  
(Name)

MAYOR  
(Title)

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

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

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

ATTEST \_\_\_\_\_  
Rose-Marie Saracino  
Municipal Clerk  
(Corporate Secretary)

ATTEST \_\_\_\_\_

ATTEST \_\_\_\_\_

ATTEST \_\_\_\_\_

Address for giving notices:  
Township of Old Bridge  
Attn: Rose-Marie Saracino  
One Old Bridge Plaza  
Old Bridge, New Jersey 08857

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No. \_\_\_\_\_

Agent for service of process: \_\_\_\_\_  
(If CONTRACTOR is a corporation, attach evidence of authority to sign)

TOWNSHIP'S SEAL

CONTRACTOR'S SEAL

**NOTICE TO PROCEED**

Dated \_\_\_\_\_, 20\_\_\_\_

TO: \_\_\_\_\_  
(Contractor)

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

TOWNSHIP CONTRACT NO. 2008-29

**CONTRACT FOR: AUDIO/VIDEO SURVEILLANCE CAMERAS**

\_\_\_\_\_  
(Indicate name of contract as it appears in the Bidding Documents)

You are notified that the contract time under the above contract will commence to run on \_\_\_\_\_, 2008. By that date you are to start performing your obligations under the contract documents. In accordance with Article 3 of the Agreement, the dates of substantial completion and final completion are \_\_\_\_\_, 200\_\_ and \_\_\_\_\_, 200\_\_, respectively.

Before you may start any work at the site, Paragraph 2.7 of the General Conditions provides that you must deliver to the TOWNSHIP Certificates of Insurance, which each is required to purchase and maintain in accordance with the contract documents.

Also, before you may start any work at the site, you must (add other requirements)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TOWNSHIP OF OLD BRIDGE  
(Township)

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

James T. Phillips, Mayor

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