

**Town of Secaucus
1203 Paterson Plank Road
Secaucus, New Jersey 07094**

**REQUEST FOR PROPOSALS
DOCUMENTS
FOR
TRAFFIC CONTROL MONITORING
SYSTEM**

**TOWN COUNSEL: CHASAN LEYNER & LAMPARELLO, PC
300 HARMON MEADOW BOULEVARD
SECAUCUS, NEW JERSEY 07094-3621
(201) 348-6000
ATTENTION: ANTHONY V. D'ELIA, ESQ.**

1.0 REQUEST FOR PROPOSALS

PLEASE TAKE NOTICE that sealed proposals for the a TRAFFIC CONTROL SIGNAL MONITORING SYSTEM will be received by the Purchasing Agent of the Town of Secaucus ("Town"), or her designee, on December 21, 2011, at 10:00 a.m., prevailing time, at 1203 Paterson Plank Road, Secaucus, New Jersey 07094, at which time said bids will be publicly opened and read.

All proposals must be on the forms obtained from the Town. All proposals must be enclosed in a sealed envelope bearing the name and address of the bidder and the words "Traffic Control Monitoring System". The envelope must be addressed to Purchasing Agent, Town of Secaucus, 1203 Paterson Plank Road, Secaucus, New Jersey 07094, and may be delivered by hand, overnight courier or mail. The envelope containing the bid must be received by the Purchasing Agent by the date and time set forth above. No late bids will be accepted.

Proposal documents may be examined and obtained at the Town's Purchasing Agent's office, 1203 Paterson Plank Road, Secaucus, New Jersey 07094, phone 201-330-2000, during business hours, 8:30 a.m. until 3:00 p.m. The fee for bid documents is twenty (\$20.00) dollars payable in cash or certified check to Town of Secaucus.

The winning bidder will be selected by a committee on an evaluation of the most advantageous technical proposal, price, and other factors. Proposals will be evaluated on the basis of the following criteria:

1. The winning bidder's qualifications, availability and experience working on this type of project shall constitute 25% of the evaluation process.
2. Understanding of project scope of work, appropriateness of work proposed in task description and guidelines, and the bidder's innovation and ingenuity applied to project shall constitute 25% of the evaluation process.
3. Prior experience and familiarity with similar projects either under the supervision or direction of a similar entity shall constitute 20% of the evaluation process.
4. Cost/Fee Proposal shall constitute 30% of the evaluation process.

The Committee will recommend the award of the contract to the Town Council (contract recommendation) based upon the above criteria.

Each bid must be accompanied by a certified check, cashier's check or bid bond from a surety company licensed to do business in New Jersey, in the amount of ten percent (10%) of the total cost of the proposal, but not in excess of \$20,000.00, made payable to the Town of Secaucus.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq.

The contract will be awarded pursuant to the competitive contracting provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-4.1 et seq., to the bidder whose proposal is most advantageous to Town, price and other factors considered. The Town reserves the right to waive any minor irregularities in or to reject any or all bids.

By order of the Town of Secaucus.

2.0 DEFINITIONS

- 2.2** “**CONTRACT**” means the written agreement executed by and between the Contractor and the Town, as amended, changed or modified, and shall include all Proposal Documents.
- 2.3** “**CONTRACT ADMINISTRATOR**” means the Town’s Purchasing Agent, or his designee.
- 2.4** “**CONTRACTOR**” means the successful bidder to whom the award of the Contract shall be made pursuant to N.J.S.A. 40A:11-4.1, et seq.
- 2.6** “**LEGAL NEWSPAPER**”, for purposes of these Proposal Documents, means the JERSEY JOURNAL.
- 2.7** “**RFP DOCUMENTS**” or “**PROPOSAL DOCUMENTS**” means all documents requesting proposals, including the Request for Proposals, Definitions, Instructions to Bidders, Specifications, Proposal Checklist, Proposal Form, addenda (if any), Affidavit of Non-Collusion, Affidavit and Questionnaire of Bidder’s Experience, Customers and Financial Responsibility, Statement of Ownership of Corporation or Partnership, all documents submitted by the bidder, and the Contract.
- 2.5** “**TOWN**” means the Town of Secaucus.

3.0 INSTRUCTIONS TO BIDDERS

3.1 PROPOSAL OPENING

All proposals will be publicly opened and read by the Purchasing Agent, or her designee, as set forth in the Request for Proposals.

3.2 BID SUBMISSIONS

3.2.1 Each document required to be submitted by the bidder (see Proposal Checklist, **Schedule 1**) must be properly completed in accordance with these RFP Documents. No bidder shall submit the requested information on any form other than those provided in these RFP Documents, unless specifically permitted.

3.2.2 Proposals shall be delivered to the Purchasing Agent as set forth in the Bid Notice.

3.2.3 Each bidder shall sign the documents to be submitted, where applicable, as follows:

- For a corporation, by an authorized principal executive officer;
- For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or
- By a duly authorized representative.

3.2.4 Each bidder shall submit one (1) original set of completed RFP Documents and one (1) copy.

3.3 PROPOSAL FORM

3.3.1 On the Proposal Form (see **Schedule 2**), the bidder must state the prices, and rates offered, written or typed in ink, in words and numbers for each item requested.

3.3.2 If the amount shown in words and its equivalent in figures in the Proposal Form do not agree, the written words shall be binding. In the event there is a discrepancy between the unit prices and the extended totals, including any formula, the unit prices shall prevail.

3.3.3 Each bidder shall acknowledge receipt of addenda on the Proposal Form, if applicable.

3.3.4 The contract will be awarded as set forth in **Sections 3.4** and **3.5**.

3.4 CLASSIFICATION AND EVALUATION OF PROPOSALS

- 3.4.1 Initial Classification of Proposals as Responsive or Non responsive.** All proposals will initially be classified as either "responsive" or "non responsive". Proposals may be found nonresponsive any time during the evaluation process if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP Documents; or the proposal is not within the plans and specifications described and required in the RFP Documents.
- 3.4.2 Evaluation of Proposals.** The evaluation committee will evaluate the proposals and recommend whether to award the contract to the highest scoring proposer or, if necessary, to seek discussion in order to determine the highest scoring proposer. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the Town may consider, *inter alia*, such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the Town.
- 3.4.3 Opportunity for Discussion and/or Oral Presentation/Product Demonstration.** After receipt of all proposals and prior to the determination of the award, the Towns may initiate discussions with one or more proposers should clarification be necessary. Proposers may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, proposers should be prepared to send qualified personnel to the Town to discuss technical and contractual aspects of the proposal. Oral presentations/demonstrations, if requested, shall be at the proposer's expense.

3.5 EVALUATION CRITERIA

The evaluation committee will review and evaluate the offers according to the following criteria:

- 3.5.1 Qualifications/General Abilities.** The successful bidder shall demonstrate the ability to provide the capacity and personnel to provide those goods and services required by the RFP Documents. The successful bidder shall demonstrate the ability to deliver work products on time and on-budget.

Experience and training of the bidder's employees shall meet the specific needs of the RFP Documents. Bidders shall identify staff assigned to the project; staff can provide a wide range of professional training, certification, education and experience specific to the needs of the Town. Numbers of personnel available to service the contract shall be sufficient.

Proposals shall provide sufficient detail to establish expertise in planning and related services. References and work experience must be sufficient to demonstrate that the bidder has the experience and the ability to provide services at the required level for the duration of the contract. Specific experience with Federal, County and local government agencies is preferred.

Proposals shall be professional in appearance. Information must be organized, complete and meet RFP Document requirements for content and format.

- 3.5.2 Understanding of Project Scope/Proposed Methods/Procedures.** The successful bidder's analysis of the needs detailed in the RFP Documents and proposed actions must be thorough and demonstrate the bidder's ability to evaluate data and develop a reasonable response.

Schedule of services must be provided. The proposal shall acknowledge milestones and delivery of equipment, software, installation and trouble shooting. Where the bidder suggests that timelines are unreasonable, he shall recommend timetable alternatives or outline modified services that are responsible, he shall ensure professional performance of services and completion of tasks within fixed timeframes.

The bidder shall provide general compliance and responsiveness to the Town's needs and requests issued in the RFP Documents. Bidder shall provide project management plan and a scheduling timeline that will meet the Town's needs.

The bidder shall present procedures that ensure sufficient personnel are available to respond to unusual or unanticipated circumstances and provide maintenance of the system, both software and equipment. Contractor personnel shall be available for discussions and review. The bidder shall demonstrate that personnel with the capability to resolve problems will be available and accessible to the Town to promptly respond to address and resolve problems as they occur.

- 3.5.3 Prior Experience and Familiarity/Your Turn.** Expertise of the firm shall be demonstrated by past contract successes providing government agencies with similar services. Bidders will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in the RFP Documents. In addition to relevant experience, bidders shall provide personnel qualifications in its proposal. Responses shall address experience, training, preferred methods, and perspectives which provide unique advantage to the Town.

3.5.4 Budget/Cost. Detailed, established charges for specific services which are comprehensive and reasonable shall be provided. All costs associated with the project must be considered as part of the total bid price submitted.

The bidder shall recommend options to best use financial resources, and clearly indicate where reductions or elimination of specific components or services are most reasonable.

3.5.6 Evaluation Committee Recommendation for Contract Award. The evaluation committee will provide a written recommendation for contract award to the Town Council that contains the scores, justification and rationale for its decision.

3.5.7 Contract Award. Contract award, if any, will be made to the highest scoring bidder who provides all required documents. A formal contract incorporating this RFP, including attached schedules and the selected proposal, will be executed by all parties.

The term of the contract will be five (5) years with prices, terms and conditions remaining firm fixed throughout the contract. The Town retains the option to terminate for cause.

3.6 EXCEPTIONS TO THE REQUEST FOR PROPOSAL DOCUMENTS

Any conditions, limitations, provisos, amendments, or other changes attached or added by the bidder to any of the provisions of these Proposal Documents or any changes made by the bidder on the Proposal Form may result in the rejection of the bid.

3.7 EXAMINATION OF SITE AND CONTRACT DOCUMENTS

3.7.1 Prior to submitting a proposal, the bidder shall, and by submitting a bid does in fact, represent and warrant that it has:

3.7.1.1 Carefully examined the Proposal Documents and addenda, if any;

3.7.1.2 Fully acquainted and familiarized itself with the conditions as they exist, the specific goods requested, and the character of the operations to be carried out under the proposed Contract, and made such investigation so that the bidder fully understands the facilities, equipment difficulties, and restrictions accompanying the goods requested under the Contract; and

3.7.1.3 Brought to the attention of the Town any variations in the Proposal Documents and the actual conditions that would affect the bid. The variations shall be reported in accordance with **sections 3.8 and 3.9** below.

3.7.2 Should the bidder observe that any of the Proposal Documents are at variance with applicable laws, statutes, codes or regulations in any respect, or that there are errors, inconsistencies or ambiguities in the Proposal Documents, the bidder shall promptly notify the Town in writing in accordance with **sections 3.8 and 3.9** below.

3.8 INTERPRETATION/ADDENDA

3.8.1 No oral interpretation or clarification will be made to any potential bidder as to the meaning of the Proposal Documents. A request for an interpretation or clarification shall be made in writing by fax to the Town's General Counsel, Chasan Leyner & Lamparello, PC, attention: Anthony D'Elia, 300 Harmon Meadow Boulevard, Secaucus, New Jersey 07094, fax 201-348-6633. The request shall be made at least three (3) business days prior to the date fixed for the opening of bids. Every interpretation made will be in the form of an addendum to the Proposal Documents, and notice will be provided by facsimile or e-mail to all potential bidders on record with the Town as having received the Proposal Documents. All addenda issued become part of the Proposal Documents.

3.8.2 Failure of the bidder to acknowledge receipt of all addenda shall not relieve the bidder from any obligation.

3.9 OBJECTIONS TO CONTRACT DOCUMENTS

All potential bidders are advised to examine the Proposal Documents carefully. Any potential bidder who wishes to challenge the Proposal Documents shall file such challenge in writing as set forth in **section 3.8** no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the Town or the award of a contract. N.J.S.A. 40A:11-13.

3.10 BID GUARANTEE

Each proposal must be accompanied by a cashier's check, certified check or bid bond from a surety company licensed to do business in the State of New Jersey, in the amount of ten percent (10%) of the total bid price submitted as set forth in the Proposal Form, but not in excess of \$20,000.00, made payable to the Town of Secaucus. Cash will not be accepted. The bid bond submitted

shall be in a form satisfactory to the Town and shall comply with the Local Public Contracts Law.

3.11 CERTIFICATE OF SURETY

Each proposal must include a certificate from a surety company, licensed to do business in the State of New Jersey, unconditionally agreeing, in the event of the award of the contract, to furnish a payment and performance bond of a face value of 100% of the total contract awarded. The certificate of surety shall be in a form satisfactory to the Town.

3.12 PERFORMANCE AND PAYMENT BOND

After the award of the contract, the successful bidder shall provide a performance and payment bond issued by a surety company licensed to do business in the State of New Jersey, in an amount equal to 100% of the total contract awarded. The performance and payment bond shall be in the form set forth in N.J.S.A. 2A:44-143.

3.13 VENDOR/MANUFACTURER QUALIFICATIONS

The Town will make any investigation it deems necessary to determine the ability of a bidder to provide the goods and services required by the RFP Documents. The bidder agrees to furnish to the Town all such information and data for this purpose as the Town requests. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the Town that the bidder, vendor and manufacturer are properly qualified to carry out the obligations of the RFP Documents.

3.14 NOTICE OF AWARD, EXECUTION OF CONTRACT & DELIVERY OF DOCUMENTS

3.14.1 Within seven (7) business days of notice of the award of the contract, the successful bidder shall deliver to the Town the executed Contract, the performance and payment bond (if required by the RFP Documents), insurance documentation reflecting the required insurance coverage and the appropriate affirmative action documentation.

3.14.2 Failure to deliver the aforementioned documents in a form satisfactory to the Town, and commence the contract as required in the RFP Documents shall be cause for the Town to declare the bidder non-responsive and to award the contract to the next highest scoring bidder.

3.15 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall release, indemnify, defend and hold harmless the Town, and its Council Members, administrators, officers, employees and agents (collectively, the "Indemnified Parties" and individually, an "Indemnified Party") from and against any and all claims, damages, losses, fines, civil penalties, liabilities, judgments, costs and expenses of any kind or nature whatsoever, including, but not limited to, interest, court costs and attorneys' fees, which in any way arise out of or result from any act(s) or omission(s) by Contractor (or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable) in the performance or non performance of services or other obligations under the Contract or in the use or occupancy of any facilities or equipment provided by the Town, including, but not limited to, injury to or death of any person, damage to or destruction of any property, real or personal (including, but not limited to, property owned, leased or under the control of the Town), and liability or obligations under or with respect to any violation of federal, state and local laws, regulations, rules, codes and ordinances (including, but not limited to, those concerning environmental protection). This Section shall apply regardless of whether or not the damage, loss or injury complained of arises out of or relates to the negligence (whether active, passive or otherwise) of, or was caused in part by, an Indemnified Party. However, nothing contained in this Section shall be construed as a release or indemnity by Contractor of an Indemnified Party from or against any loss, liability or claim to the extent arising from the gross negligence or willful misconduct of that Indemnified Party. This Section shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which would otherwise exist in favor of any Indemnified Party, or any obligation of Contractor, its officers, directors, employees, agents or contractors to indemnify an Indemnified Party. Contractor's obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits paid or payable by Contractor under workers' compensation laws, disability benefits laws or other employee benefit laws or regulations. The indemnification obligations of this Section shall survive termination or expiration of the Contract.

3.16 AFFIRMATIVE ACTION REQUIREMENTS

The successful bidder agrees to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127 as amended) and N.J.A.C. 17:27-1.1 et seq. The bidder agrees to the mandatory language and terms set forth below as required by N.J.A.C. 17:27-1.1 et seq. Prior to the execution of the Contract, the successful bidder will submit (1) evidence that the bidder is operating under an existing federally approved affirmative action program, (2) a Certificate of Employee Information Report, issued in accordance with

N.J.A.C. 17:27-4, or (3) a completed initial Affirmative Action Employee Information Report (Form AA-302).

Mandatory Affirmative Action Language

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents: (1) Letter of Federal Affirmative Action Plan Approval; (2) Certificate of Employee Information Report; or (3) Employee Information Report Form AA302.

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

3.17 AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. The successful bidder agrees to comply with the requirements of Title II of the Americans With Disabilities Act of 1990 ("Act"). The bidder agrees to the mandatory language and terms of the Act as follows:

The Contractor and the Town do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Town 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 Town in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Town, 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 Town grievance procedure, the Contractor agrees to abide by any decision of the Town which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Town or if the Town incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Town 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 Town or any of its agents, servants, and employees, the Town shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Town or its representatives.

It is expressly agreed and understood that any approval by the Town 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 Town pursuant to this paragraph.

It is further agreed and understood that the Town 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 the contract. 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 the contract, nor shall they be construed

to relieve the Contractor from any liability, nor preclude the Town from taking any other actions available to it under any other provisions of the contract or otherwise at law.

3.18 NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

The bidder shall comply with the requirements of the Business Registration law, N.J.S.A. 52:32-44 (P.L. 2004, c. 57). The bidder shall submit a copy of its business registration certificate with its bid. The mandatory language and terms of the Business Registration law are set forth below. For information on the Business Registration law go to:
<http://www.state.nj.us/njbusiness/registration/>.

N.J.S.A. 52:32-44 (P.L. 2004, c. 57) (Business Registration Law) amends and supplements the business registration provisions of N.J.S.A. 52:32-44, which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.), or the Public School Contracts Law (N.J.S.A. 18A:18A-1, et seq.)

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

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.

For the term of the contract, the contractor and each of its affiliates and subcontractors of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to the Business Registration Law, N.J.S.A. 52:32-44, or that provides false business registration information, 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 a contracting agency.

4.0 SPECIFICATIONS

4.1 PAYMENTS

- 4.1.1 Payments to the successful bidder will be made in accordance with the rates/prices the bidder sets forth in the Proposal Form.
- 4.1.2 The successful bidder shall comply with the Town's standard payment procedures.
- 4.1.3 Payments to the successful bidder only will be made upon the submission and approval of properly completed vouchers, invoices and bills.
- 4.1.4 Requests for payment shall be submitted to the Town Administrator, David Drumeler, or his designee.
- 4.1.5 The Town reserves the right to demand as much detail, information or documents as it deems necessary prior to payment.
- 4.1.6 If the successful bidder fails to perform or provide the goods and services in accordance with the RFP Documents, the Town may deduct or retain from monies due, or which may become due to the successful bidder, or its assignee, such sum sufficient to pay the difference between the price(s) on which the award is made and the price(s) which the Town may or shall be obliged to pay to remedy such failure.
- 4.1.7 The Town is tax exempt. Therefore, no taxes shall be included on requests for payment.

4.2 COMPLIANCE WITH LAWS, REGULATIONS AND INDUSTRY STANDARDS

The equipment, hardware, software and services provided shall comply with applicable State and federal statutes, rules, regulations, codes and standards. Neither the citation to the New Jersey or federal standards or regulations, nor the omission of such citation in the Technical Specifications, shall be interpreted as limiting the bidders obligation to comply with all controlling statutes, rules, regulations, codes and standards.

4.3 MATERIALS AND SUPPLIES & "OR EQUAL" PROVISION

- 4.3.1 In the event the Bid Documents require the furnishing of any brand name, the requirement shall be deemed to mean and shall be interpreted to require the furnishing of the brand name or equivalent. The Town reserves the right to determine, in its sole discretion, whether a brand or component is equivalent

to that requested, or to reject any proposed equivalent in the event it is not compatible with systems, facilities, components or accessories already owned or used by the Town. The bidder **shall be required** to disclose on its Proposal Form or the Technical Specifications if it will furnish a product other than those requested.

4.3.2 All material submitted in response to this RFP shall become the property of the Town upon delivery to the Town's Purchasing Agent, or his designee, or installation thereof.

4.3.2.1 The Town shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the Town to the Contractor for the purpose of assisting the Contractor in the performance of the Contract. All such items shall be returned immediately to the Town at the expiration or termination of the Contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the Town be disclosed to others or used by the Contractor or permitted by the Contractor to be used by their parties at any time except in the performance of the resulting Contract.

4.3.2.2 Ownership of all data, materials and documentation originated and prepared for the Town pursuant to the Contract belongs exclusively to the Town. All data, reports, computerized information, programs, and materials related to this project shall be delivered to and become the property of the Town upon completion of the project. The Contractor shall not have the right to use, sell or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Town. All information supplied to the Town may be required to be supplied on CD-ROM media compatible with the Town's computer operating system.

4.4 TECHNICAL SPECIFICATIONS

4.4.1 The Technical Specifications are set forth in **Schedule 3**. To the extent any provision in the Technical Specifications conflict with any State regulations, the regulations shall control.

4.4.2 A Vender Certification shall be submitted certifying that the goods delivered to the Town meets all federal and State standards.

4.5 APPLICATIONS, INSPECTIONS AND PERMITS

The bidder shall be responsible for filing any and all applications with, and obtaining approvals from, any and all State agencies that are necessary for the proper installation, operation and maintenance of the proposed system(s). The bidder shall also be responsible for scheduling any and all necessary

inspections, and shall be responsible for obtaining any and all necessary permits.

4.6 ADDITIONAL SYSTEMS AND/OR RELOCATION

To the extent permitted by law, for one year from date proposals are submitted, the successful contractor agrees to supply additional goods and services to the Town if the Town determines to add additional traffic control monitors to additional intersections. The successful contractor will provide said goods and services, per intersection, at the same price submitted on the Proposal Form.

SCHEDULE 1

BID PROPOSAL CHECKLIST

Bidder should initial next to documents, thus indicating that the document has been submitted.

1. _____ Bid Proposal Checklist
2. _____ Proposal Form
3. _____ Technical Specifications
4. _____ Sample Violation Image Sets
5. _____ Photos of Sample Equipment
6. _____ Sample Log
7. _____ Affidavit of Non-Collusion
8. _____ Affidavit and Questionnaire of Bidder's Experience and Financial Responsibility
9. _____ Statement of Ownership of Corporation or Partnership
10. _____ Bid Guarantee
11. _____ Certificate of Surety
12. _____ Business Registration Certificate issued by the New Jersey Department of Treasury, pursuant to N.J.S.A. 52:32-44(1)(b) (P.L. 2004, c. 57)

_____ (seal)
(Contractor)

BY: _____
(Authorized Signature)

(Printed Name and Title)

SCHEDULE 2

BID PROPOSAL FORM – 2 pages

Proposal for Traffic Control Monitoring System

TO: Town of Secaucus

FROM:

(Contractor)

(Phone Number)

(Facsimile Number)

(Mailing Address)

(Beeper Number)

(e-mail address)

(Cellular Phone Number)

The undersigned hereby agrees to provide complete performance in accordance with the RFP Documents for the prices listed in this Bid Proposal Form. The bidder represents that it has read and understands the RFP Documents and that it has duly considered all information contained therein in the course of submitting its proposal. Moreover, submission of this proposal serves as the bidder's representation that if awarded the contract, it will not make any claims for, or have any right to, any concessions or damages because of lack of understanding of the RFP Documents or lack of information concerning same.

BASE BID

Flat Fee – Installation of Traffic Control Monitoring System As Described in RFP Documents:

\$ _____
(Price in Figures) _____
(Price in Words)

Monthly Service Fee – Maintenance/Operation/Service of Traffic Control Monitoring System As Described in RFP Documents:

\$ _____
(Price in Figures) _____
(Price in Words)

Bid Proposal Form continues on next page.

The bidder states that it has received the following Addenda, Notices or Revisions to the RFP Documents and has given them due consideration in the preparation of its bid.

**Addendum No., Title of Notice or
Title of Revision**

Date Received

Witness:

_____ (seal)
(Contractor)

(Signature)

By:

(Authorized Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)

SCHEDULE 3

TECHNICAL SPECIFICATIONS

It is the intent of these specifications to obtain proposals for a comprehensive and fully integrated traffic control signal monitoring system, in compliance with N.J.S.A. 39:4-8.12 through 39:4-8.18, to be installed at the intersection of County Avenue and Secaucus Road, although the Town may require such a system be installed at additional locations approved by the Town Council.

The Town strongly prefers proposals from bidders who are willing to adhere to all aspects of this RFP and expand the program should the Town wish to install systems at additional intersections or wish to relocate its systems should it become apparent that the number of incidents and violations at the original sites has been significantly reduced to the point that it is no longer advantageous to the Town to maintain cameras at those locations.

I. System Requirements:

- a. Installation of a comprehensive and fully integrated red light traffic safety management system, in compliance with N.J.S.A. 39:4-8.12 through 39:4-8.18, to be installed at the intersection of County Avenue and Secaucus Road. Bidders must also agree to install a comprehensive and fully integrated system at additional locations – at the same price quoted for the County Avenue, Secaucus Road intersection – if the Town opts to install such systems at additional intersection during the term of the Contract.
- b. Each approach at the intersection of County Avenue and Secaucus Road will require traffic safety camera enforcement. The intersection has a maximum of four (4) approaches including turn lanes. For the purpose of this RFP, bidders' proposed systems need only address a maximum of four (4) approaches including turn lanes.

- c. Bidders will be required to assist with establishing a baseline count of red light violations at the intersection. When combined with ongoing statistical monitoring, as detailed below, the baseline data will help the Town gauge the impact of automated traffic safety camera enforcement. This will be a requirement for the relocation of the system, should it be necessary, or for the expansion of the system to include additional intersections.
- d. Bidders shall be responsible for the site design, installation, maintenance and operation of the automated camera systems at the intersection including enhancements and upgrades when available.
- e. The proposed system must be capable of processing data prior to providing access to chargeable violations via a secure website to the Town's Police Department for review and authorization of citations by electronic signature for those events that meet specified criteria.
- f. The proposed system must be capable of identifying violators from both in and out of State and include the initial mailing of duly authorized citations to those registered vehicle owners in and out of State for payment.
- g. The proposed system shall have provisions for a secure, on-line court module which will enable hearings, adjudication and payment processing.
- h. The proposed system shall include maintenance of an on-line internet viewing capability for use by the Town's Police Department, Court personnel and members of the public who receive violations in the mail.
- i. The proposed system shall include provisions of expert testimony at contested Court hearings until judicial notice is taken.
- j. The proposed system shall include provisions for assisting the Town with development of a public information and community outreach campaign.
- k. The proposed system shall include regular statistical reports of program operations.
- l. The proposed system shall include the training of Town staff involved in the implementation of the program.

- m. Bidders should include a project step by step timeline and address how long after contract signing it will take to have their systems completely operational.
- n. System enclosures must be tamper-proof with no access points that could be compromised or vandalized. However, they must be designed in such a way that maintenance and other operations can be accomplished easily and quickly without creating a public safety hazard. Self-contained systems not requiring a separate roadside enclosure or pole mounted cabinet are preferred. All glass openings must be bullet resistant.
- o. The equipment provided by the successful bidder should provide a physical but optically isolated connection to the red phase signal and yellow phase signal to assure red phase detection and yellow phase detection. Violation detection and camera triggering must be able to utilize a wide range of detection technologies. The bidder must describe their physical placement of the equipment and the triggering options in its proposal. The Town prefers and will give preference to non-intrusive or minimally intrusive triggers. Bidder proposals must also describe the system's ability to simultaneously monitor traffic in up to four (4) lanes including left and right turn lanes and accurately capture violations. The proposals must also elaborate on how the equipment is capable of capturing violations in a wide range of operating conditions including but not limited to heavy traffic volumes, adverse weather conditions, night imaging and all combinations thereof across all moving lanes of traffic inclusive of left and right turn movements.
- p. The Town prefers a no flash system that does not require additional lighting beyond the ambient light at the intersection. If a bidder is offering a system is not a flash system, it must describe in detail it's system's night image captures. If a bidder's system requires a flash system or lighting beyond ambient light, it must be a low wattage flash system that minimizes the number of illuminators and extraneous illumination and flash effects. Floodlights may not be used. Bidders must detail in their proposals their proposed flash systems and specify the number of flash units required by their systems for a four (4) lane approach, including left and right turn lanes and the wattage and associated flash characteristics of their systems. Bidder should detail the advantages of a flash system over a no flash system.
- q. A photo summons system, which combines both digital imaging technology that delivers high resolution full color digital photographic images that incorporates full motion video for each

violation, is required. Video must be integrated with still images at the point of violation. Systems that employ multiple digital still cameras are permissible as long as all digital cameras are synchronized to each other via a common timing circuit. Cameras should be automated as much as possible regarding the set-up of aperture settings, focusing and leveling. Systems should use a combination of high-resolution still images. Bidders must detail in their proposals the image quality specifications of their system and include the number of pixels per frame/image and the number of frames per second. Wet film applications are specifically excluded.

- r. The Town requires a system that provides an image with a multitude of information. The minimum information required for each image is listed below but may not be all inclusive. Bidders' proposals must elaborate on how their imagery complies with the requirements below and any additional features not listed:
 - i. The scene of the location where the violation occurred;
 - ii. The identification of the traffic lane of the offending vehicle;
 - iii. A display of the rear license plate of the offending vehicle;
 - iv. The day, month, and year of the violation;
 - v. The time of the violation in hours, minutes, and seconds (1/100 seconds format);
 - vi. The amount of time that passed since the light turned red (1/100 seconds);
 - vii. A true reading of the last amber phase timing;
 - viii. The location of the violation;
 - ix. The frame sequence number;
 - x. An imprint of all the information along the bottom or top edge of the frame that shall not obstruct the violation image; and
 - xi. Violation imagery should be provided in color.
- s. Bidders' proposals must detail their systems' utilization of high-resolution digital or video camera technology to capture a set of two (2) images of a violation: the first image shall clearly show the scene, including the red signal and a clear view of the vehicle with

its front tires in front of the stop bar, prior to committing a violation; and the second image shall clearly show the scene, including the red signal. Any close-ups or zoomed views must be extracted from one (1) or two (2) images described above.

- t. Bidders' proposals must also detail their system's ability to capture license plate numbers. Details must be clearly visible in either one (1) of the two (2) images without revealing the faces of the driver or passenger(s). Systems that can reduce the effects of license plate covers and sprays are preferred. Proposal must describe how the proposed system minimizes or eliminates the effects of such covers and sprays.
- u. Proposals must contain four real example sets of violation photos (one before the stop bar, and one after the stop bar) under the following conditions: (1) daytime – fair conditions, (2) daytime – rain or snow, (3) night time fair conditions, and (4) night time rain or snow. Place example sets in **Schedule 4 – Sample Violation Image Sets**.
- v. From point of data capture, all camera photos and accompanying video sequences must be capable of secure storage and transmission, and capable of maintaining a secure chain of evidence. Remote accessibility of images and data is preferred. Bidders shall describe their approach to maintaining security of evidence and access methods. Explain how image and violation data is secured and transmitted to the processing center.
- w. The Town prefers a system that will allow the Secaucus Police Department to monitor live feeds 24/7 from any approach at the intersection and has the ability to record and playback conditions at any approach at either location at any time when conditions are warranted.

II. Installation

- a. Installation will have prior Town approval and will meet the design plan of the Town. Signage will be posted at each intersection where camera systems operate in accordance with New Jersey Law. The successful bidder will be responsible for obtaining the permit and the scheduling of any inspections.
- b. Preference will be given to the bidder who provides the least intrusive system to all electrical/digital connections and power at no cost to the Town as well as non-intrusive signal monitoring and stand alone power, wiring and support equipment (poles, housing

units, etc.). The Town prefers systems that utilize existing structures or minimally obtrusive new poles to minimize impacts to curbside and streetscapes. Bidders must also:

- i. Identify who is responsible for all electrical/digital connections and power costs;
 - ii. Describe the ways in which their system minimizes its overall "intrusion" into the physical environment including roadway, at and near selected signal and a clear view of the vehicle inside the intersection while the traffic intersects, and where your proposed system makes use of existing infrastructure;
 - iii. Provide a detailed list and description of all equipment deployed, together with physical dimensions for a single monitored approach of four traffic lanes; and
 - iv. Attach photos of all required equipment from an existing active four lane intersection approach. Photos must include all poles, cabinets, housings and flash units that make up the entire system. Place photos in **Schedule 5 – Sample Photos of Equipment**.
- c. The successful Bidder will be responsible for obtaining all permits and accounts as required to include but not be limited to power and electric service, telecommunications and provide signage for all approaches.
- d. The successful bidder will also be responsible for filing applications with, and obtaining approvals from, any and all State agencies necessary for the proper installation, operation and maintenance of its system.
- e. The system must be operational within sixty (60) days after receiving a notice to proceed from the Town. This will also apply to any relocation or inclusion of additional locations. Bidders must detail their company's working relationship with the county and state, ability to obtain the necessary permits and be operational within the stated timeframe.
- f. Bidders must state whether their traffic signal installer and maintenance worker are employees or contractors. Bidders must also demonstrate that the installer has extensive experience with the installation and maintenance of such devices. References for the proposed installer and maintenance worker shall be included with the proposal along with documentation of current certifications.

- g. The Town may reasonably expand the program to include additional intersections during the terms of the contract. The Town may also require either the temporary or permanent relocation of any camera(s) to meet changing needs. Bidders must confirm that they agree that all aspects of this RFP for the original intersection shall also apply to any relocation or additional intersection.

III. Violation Screening and Citation Development

- a. Bidders must describe their availability to work with the Town and the Secaucus Police Department to determine in detail the elements that will constitute evidence of a red light violation, and with the Secaucus Municipal Court, to determine the contents of the citation that will be mailed to registered vehicle owners. Bidders shall describe their understanding of citation issuance under Town Ordinance as well as state statutes and laws.
- b. Bidders must detail their citation processing for red light violations in compliance with Town policies, ordinances, State of New Jersey statutes and New Jersey Administrative Office of the Court (A.O.C) regulations.
- c. Bidders must detail their summons processing capabilities. The system should be a robust, fully web-enabled and fully secure summons processing system that includes data processing, initial screening of data, prompt delivery of data to Police for violation review and summons authorization, summons mailing, bad address notification, electronic transfer of data and image of summons to the Towns Police Records Department, and maintenance of secure Internet-based violation viewing capability.
- d. Bidders must detail their systems' capability to generate clear, easily identifiable images for summons/violations, allowing an unbiased individual to determine fault (including extenuating circumstances).
- e. Bidders must confirm that any software installed in order to issue and track summonses and payments will be fully compatible and operational with current Town software systems.
- f. Connections must be established to the New Jersey Motor Vehicle Commission (N.J.M.V.C.) and all other states to obtain motor vehicle registration information. If a bidder's system is capable of such a connection, the bidder must submit a plan that details how

the registration information will be obtained and generated onto the summons.

- g.** For the first thirty (30) calendar days of operation only warnings will be mailed in lieu of a summons. Beginning on the thirty-first (31) day, summonses will be issued in seven (7) business days or less from the date of the violation. If additional enforcement of other traffic regulations is permitted by the Town in the future, the bidder will provide such additional services at the direction of the Town. Detail how warnings, summonses and other violations will be issued.
- h.** The Secaucus Police Department will have sworn officers assigned to review each summons prior to issuance and verify that a violation has occurred.
- i.** Explain in detail how your system provides for the issuance of summonses.

IV. Maintenance and Response

- a.** Bidders will be required to maintain the cameras and all associated equipment in good working order. The servicing and maintenance of red light camera enforcement equipment will be the exclusive responsibility of the successful bidder. The successful bidder will be required to provide notification to the Secaucus City Police Department within 48 hours when and where maintenance will be performed and the approximate time and length of the maintenance. Response to any equipment malfunctions must be made within a 24-hour period and repairs completed within a 48-hour period. Any defective camera or other equipment will be repaired or replaced within 48 hours. Bidders must detail their ability to respond and comply with this requirement.
- b.** The successful bidder must give notice to the Town Engineer within 48 hours when and where inspections will be performed and the approximate time and length of the inspections. Bidders' proposals must detail their inspection of the equipment and system and their ability to supply inspection reports to the Town's engineer.
- c.** The successful bidder will warrant all equipment throughout the duration of the contract, upgrade and provide enhancements as they become available, maintain and perform routinely scheduled preventive maintenance of the cameras and system as required. The successful bidder will keep maintenance logs and will forward copies of them to the Town upon request. All bidders' proposals

must detail the frequency of upgrades and enhancements that they are offering, explain typical maintenance procedures and include a typical sample log. Place sample log in **Schedule 6 – Sample Log**.

- d. Bidders must explain whether their systems are remotely configurable and how they monitor the system to determine operational usage and system outages.

V. Service and Support

- a. Bidders must provide details on the initial hands-on training of Town staff involved in the implementation of the pilot project. Bidders must state cost to the Town for ongoing training and support for their product.
- b. Bidders must provide details on the Public Education Program that they currently utilize. Bidders will be required to assist with the development of a public information and outreach campaign designed specifically for the Town of Secaucus. The winning bidder shall provide assistance with the content and design of the public education program materials and the training of personnel on how to present public seminars or presentations with respect to the bidder's system. The successful bidder will respond to public inquiries about program, summonses, and enforcement, or any other related citizen concerns when required. Samples of educational materials shall be included with the proposal package.
- c. The winning bidder will work with the Town to develop baseline data for each approach at the intersection by monitoring for a minimum of 8 consecutive hours to quantify the frequency of red light violations during that period. This data will support both intersection and approach selection and will serve as baseline information for project evaluation purposes. This will apply to any relocation or additional intersections.

VI. Court Administrative Function/Collection

- a. Bidders must describe in detail how, and by whom, court administrative duties will be performed, fines will be collected, and appeals will be scheduled.
- b. Violations shall be issued to registered owners in compliance with A.O.C., N.J.M.V.C. and New Jersey laws, rules, regulations and guidelines for payment processing, delinquency collections, failure to receive payment and returns of unknown or undeliverable

addresses. Bidders must explain their systems' capabilities with regard to each of these issues.

- c. All appeals will be conducted in accordance with all A.O.C., N.J.M.V.C and New Jersey laws, rules, regulations and guidelines. Bidders must confirm that their system are capable of complying with this. Bidders must also set forth their approach to the scheduling of appeals and court appearances.
- d. Bidders should also describe their ability to provide expert testimony at contested court hearings as necessary.

VII. Record Keeping, Reporting and Statistical Analysis

- a. Bidders describe their system's ability to capture and maintain traffic data for statistical analysis and its compliance with all A.O.C., N.J.M.V.C and New Jersey laws, rules, regulations and guidelines.
- b. Bidders responding to this RFP should have systems capable of producing statistical analysis of camera operations, including but not necessarily limited to hours of use per camera by operational site, results achieved by each camera site, offenses recorded by site, equipment malfunctions, status of notices issued (outstanding, cancelled, reissued, etc.), real-time traffic volume and vehicle counts, real-time violation information by individual lane by time of day and day of week.
- c. Systems should also be capable of analyzing results obtained from each camera location to show prosecutable image rate.
- d. The winning bidder shall provide the Town with a monthly activity report within ten (10) days following the end of each month to include each of the following:
 - i. The number of events detected, summonses issued and prosecutable image rate by location and in total;
 - ii. The total number of events not billable, including a breakout of controllable and not-controllable events lost, by intersection approach and in total. The winning bidder shall provide an audit trail of all voided and discarded images;
 - iii. The total number of violations which occurred and percentage of total vehicle traffic by lane;
 - iv. The total number of events forwarded to police;

- v. The total number of citations authorized and mailed by month of issuance;
- vi. The total number of citations returned as undeliverable;
- vii. The total number and percentage of rejected images by reason; and
- viii. Monthly financial reports detailing monies collected by summons number.

VIII. Cost and Proposal Price Sheet

- a. The Town prefers a turnkey program that will guarantee cost neutrality. That is revenues from the citations will at least match the cost of the bidder's monthly service fees.
- b. The ongoing operation of the Town's program depends on its ability to be self-supporting. Preference will be focused on a no cost to the City proposal, where the bidder assumes all installation and operation costs. Bidder's price shall be all inclusive of the following services:
 - i. Registered owner (RO) look-ups of violating vehicles for all fifty (50) states;
 - ii. Printing and mailing of summonses in accordance with the laws and rules of the State of New Jersey, the A.O.C. and N.J.M.V.C.;
 - iii. Posting of infraction video on the internet for the violators to review;
 - iv. Ability for offenders' to pay their violation on-line and by phone within the structure and guidelines of the A.O.C.;
 - v. Expert witness testimony (at no charge to the Town for the first six (6) months of the program) and training of Town personnel to act as expert witnesses;
 - vi. Training of sworn Secaucus Police Officers that would be reviewing the evidence packages;
 - vii. All construction and installation costs including signage;

- viii.** A robust traffic analysis package;
- ix.** Assignment of a vendor project manager as single point of contact for the Town;
- x.** A comprehensive maintenance schedule;
- xi.** Assistance with public awareness campaign; and
- xii.** Cost of all required reports and analysis.

IX. General Payment Condition

- a.** The successful bidder must be prepared to provide the aforementioned services immediately and provide the Town with a monthly payment schedule.

X. Additional Conditions

- a.** Proposals must provide a minimum of three (3) references from agencies that are currently under contract with the vendor.

QUESTIONNAIRE

This Questionnaire must be completed and submitted as part of the proposal. Failure to complete this form or to provide any of the information required herein may result in rejection of the proposal.

1. How many years has the bidder been engaged in the business of providing the services and work requested by the RFP Documents under the present name? How long has the bidder been licensed to perform said services?

2. List any other names under which the bidder, its partners or officers have conducted business in the past three (3) years.

3. List a minimum of five (5) public contracts which the bidder, its partners or officers are now actively performing. Give the name of the public entity, an owner contact number, the amount of the contract, the amount of work completed on the contract, and the beginning and ending dates of the contract.

4. List a minimum of five (5) public contracts which the bidder, its partners or officers have completed. Give the name of the public entity, an owner contact number, the amount of the contract, and the date of completion.

SCHEDULE 9

STATEMENT OF OWNERSHIP OF CORPORATION OR PARTNERSHIP

New Jersey law, N.J.S.A. 52:25-24.2, provides that no corporation or partnership shall be awarded any state, county, municipal or school district contract for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

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

Accordingly, this statement must be completed and submitted simultaneously with the bid.

In the case of corporate or partnership stockholders, continue the disclosure on extra sheets until all required individual stockholders or partners are disclosed.

- (1) Names and addresses of all stockholders in _____, a corporation, who own ten percent (10%) or more of its stock of any class are:

Names:

Addresses:

(2) Names and addresses of all partners of _____, a partnership, owning an interest therein of ten percent (10%) or greater are:

Names:

Addresses:

(3) Continued information on stockholders or partnerships that are themselves corporations or partnerships (Use extra sheets if necessary and attach).

WITNESS:

_____(seal)
(Contractor)

(Signature)

By: _____
(Authorized Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)

TOWN OF SECAUCUS

ACKNOWLEDGMENT OF SECAUCUS PAY TO PLAY ORDINANCE

Chapter 26 of the Secaucus Code addresses "Pay to Play" reforms in the Town of Secaucus. The undersigned acknowledges that he/she has read and understands the ordinance. Moreover, the undersigned represents that he/she, his/her firm, spouse and child living at home has not (and will not) solicited or made any contributions of money, pledge of contribution, including in-kind contributions in excess of the allowable limits within two (2) calendar years immediately preceding the date of the contract or agreement or the effective date of Chapter 26, whichever is shorter, to: (i) any municipal candidate or holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Town of Secaucus or county party committee, or (iii) to any candidate committee, PAC or CPC that regularly engages in, or whose primary-purpose is the support of municipal or county elections and/or municipal or county parties, between the time of first communication between that professional business entity or vendor and the municipality regarding a specific professional services agreement or goods and services agreement, as the case may be, and the later of the termination of negotiations or rejection of any proposal, or the completion of the contract or agreement.

Subscribed and sworn to before me
this _____ day of _____, 2011

Notary Public
State of _____
My Commission Expires _____

(Signature of Professional)

(Type or print name of Affiant and Title
under signature)