

MASON, GRIFFIN & PIERSON

A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW

PRIVILEGED AND CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION

MEMORANDUM

To: Mayor and Council of Princeton

From: Victoria D. Britton, Office of Municipal Attorney

Date: May 22, 2013

Re: **Princeton Police Radio Systems Upgrade Project: Award of Contract**

Princeton recently solicited bids for upgrades to the Police Radio Systems. One bid proposal was received from Tactical Public Safety, LLC in the amount of \$101,342.46. At Princeton's request, we have reviewed the bid proposal. The Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) requires that the contract for this project be awarded to the lowest responsible and responsive bidder.

Based on our review, we have concluded that Princeton can award the contract to Tactical Public Safety, LLC in accordance with the Local Public Contracts Law. To that end, we have prepared the enclosed resolution awarding the contract to Tactical Public Safety, LLC for the contract price of \$101,342.46. If this resolution meets your approval, we ask that you consider it for adoption at your meeting on May 28, 2013. Please note that the award of the contract is subject to the availability of sufficient funds.

Thank you for your attention to this matter. Should you have any questions or concerns, please do not hesitate to contact me at (609) 436-1217 or v.britton@mgplaw.com.

cc: Robert Bruschi, Administrator
Linda McDermott, Clerk
Robert McQueen, CIO
Edwin W. Schmierer, Attorney

PRINCETON

COUNTY OF MERCER

STATE OF NEW JERSEY

**RESOLUTION AWARDING CONTRACT FOR PRINCETON POLICE
RADIO SYSTEM UPGRADE PROJECT**

WHEREAS, pursuant to a duly advertised Notice to Bidders, in accordance with the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., one (1) bid was received on May 16, 2013 for completion of upgrades to the Princeton Police Radio System (hereinafter referred to as the "Project") from Tactical Public Safety, LLC in the amount of \$101,342.46; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-4, requires that the award of a contract for this Project be made to the lowest responsible and responsive bidder; and

WHEREAS, the Municipal Radio Consultant recommends that the award of the contract be made to Tactical Public Safety, LLC (hereinafter referred to as "Tactical"); and

WHEREAS, the Municipal Attorney finds Tactical's bid documents to be in order; and

WHEREAS, the Chief Financial Officer has certified that there are sufficient funds available for this Project; and

WHEREAS, funds for this contract are included in the appropriations authorized in

NOW, THEREFORE, BE IT RESOLVED by the Council of Princeton as follows:

1. The contract for the Princeton Police Radio Systems Upgrade Project is hereby awarded to Tactical Public Safety, LLC.
2. The Mayor and Municipal Clerk are hereby authorized and directed to execute an agreement with Tactical Public Safety, LLC as for completion of the Princeton Police Radio Systems Upgrade Project for a contract price of \$101,342.46.
3. The Municipal Administrator, Clerk, Attorney and other appropriate staff and officials are hereby authorized and directed to undertake any and all other acts as may be proper and necessary to effectuate the terms of this resolution.
4. A copy of this Resolution and the agreement shall be placed on file in the Office of the Municipal Clerk, and shall be available for public inspection.

CERTIFICATION

I, Linda S. McDermott, Clerk of Princeton, do hereby certify that the above Resolution was adopted by the Princeton Council at its regular meeting held on the 28th of May, 2013.

Linda S. McDermott, Clerk
Princeton

AGREEMENT

This Agreement made this 28th day of May, 2013, between Princeton, County of Mercer, State of New Jersey ("Owner"), and Tactical Public Safety, LLC a (corporation organized or existing under the laws of the State of New Jersey or a partnership; or an individual) having its principal office at 1036 Industrial Drive, West Berlin, New Jersey, 08901 ("Contractor").

In connection with the Contractor's bid proposal dated May 10, 2013 and the Owner's Notice of Award of same dated _____, the Owner and the Contractor hereby agree as follows:

1. Scope of Work.

The Contractor hereby agrees to furnish the work specified in the Contract Documents, in accordance with the terms of Contractor's bid proposal.

2. Time of Completion.

A. The work to be performed under this Contract shall be commenced and completed as set forth in the Notice to Proceed to be provided by the Owner or as otherwise set forth in the Contract Documents.

B. Failure to complete the work within the number of calendar days set forth in the Notice to Proceed or otherwise as set forth in the Contract Documents, including any extension granted thereto as determined by the Owner, shall entitle the Owner to liquidated damages as set forth in the Contract Documents.

C. It is also agreed that the acceptance of the final payment by the Contractor shall be considered as a release in full of all claims against the Owner arising out of or by reason of performance or non-performance of the Contractor's obligations under this Contract.

3. Contract Sum.

Based upon the unit prices and/or lump sum set forth in the bid proposal, the amount of the Contract, subject to adjustments made in accordance with the Contract Documents is not to exceed one hundred and one thousand three hundred forty-two dollars and forty-six cents (\$101,342.46).

4. Indemnification Agreement.

The Contractor agrees that it will satisfy all requirements set forth in the indemnification clause set forth in the Information to Bidders and comply with all additional requirements

set forth therein.

5. Payment to Contractor.

In consideration of the Contractor's agreements set forth herein, the Owner hereby agrees to pay the Contractor for the work, when completed in accordance with the specifications at the unit prices and/or lump sum prices bid for the respective items, the said payments to be made in accordance with the provisions contained in the Contract Documents.

6. Contract Documents.

The Contract Documents, as defined in the Information to Bidders, are incorporated herein and made a part hereof by reference.

7. Affirmative Action Regulations.

The Contractor specifically agrees to comply with the affirmative action requirements set forth in the Information to Bidders, which requirements are incorporated herein and made a part hereof by reference.

8. Assignment.

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement without the prior written consent of the Owner.

9. Partial Invalidity.

If any portion of this Agreement or of the Contract Documents is held to be illegal, invalid or unenforceable, then the remainder of this Agreement and Contract Documents shall remain in effect as written.

10. Prevailing Wage Rates.

The Contractor specifically agrees to comply with the prevailing wage requirements set forth in the Information to Bidders, which requirements are incorporated herein and made a part hereof by reference.

IN WITNESS WHEREOF, the Owner has caused this instrument to be signed by its Mayor, attested by its Clerk, and its corporate seal to be hereunto affixed, pursuant to a Resolution of the Owner passed for that purpose, and the Contractor has set its hand and seal the day and year first written above.

ATTEST:

PRINCETON

MUNICIPAL CLERK

MAYOR

WITNESS:

TACTICAL PUBLIC SAFETY, LLC

ATTEST



Princeton

400 Witherspoon Street
Princeton, NJ 08540

Office of Information Technology, Robert McQueen, CIO

Telephone: (609) 688-2037

Fax: (609) 688-2059

www.Princetonnj.gov

TO: Princeton Council
Robert Bruschi, Administrator
Kathy Monzo, Deputy Administrator

FROM: Robert McQueen 

DATE: May 22, 2013

SUBJ: Radio system upgrade bid award

The public safety subcommittee of the Transition Task Force recommended a police radio system upgrade last year to the joint governing bodies. This was approved in a Joint meeting on June 26, 2012. (See attached Minutes) Information Technology and the Police Department have been working with our radio consultant IXP Corp, to establish specifications for this system. This project went out to bid on May 1, 2013. We had a bid opening on May 16th, with one bid returned. This bid was reviewed by our radio consultant and legal, and was found to meet the bid specifications that were sent out. I would like to award this bid to Tactical Communications in the amount of \$101,342.46. The joint governing bodies approved \$225,000.00. This bid is for the first phase since this equipment could not be purchased under state contract. The second phase is estimated to be \$91,000.00 and will be purchased under state contract. The total of the two phases is \$192,342.46 which is below the approved amount.

Attachment: Minutes June 26, 2012 Joint Governing Body
IXP Corp, Radio Consultant review and recommendation

June 26, 2012

PRINCETON TOWNSHIP COMMITTEE MEETING
June 26, 2012

A meeting of Township Committee was held on this date at 7:00 p.m. in the main meeting room of the Princeton Township Municipal Complex, 400 Witherspoon Street.

NOTICE OF MEETING

The Clerk read the following statement.

The following is an accurate statement concerning the providing of notice of this meeting and said statement shall be entered in the minutes of this meeting. Notice of this meeting as required by Sections 4a, 3d, 13 and 14 of the Open Public Meetings Act has been provided to the public in the form of a written notice. On June 20, 2012 at 11:45 a.m., said schedule was posted on the official bulletin board in the Municipal Building, transmitted to the Princeton Packet, the Trenton Times, the Trentonian, the Town Topics, and filed with the Township Clerk.

ROLL CALL

The Township Clerk then called the roll.

Present: Mayor Goerner and Mesdames. Lempert and Nemeth and Messers Liverman and Miller.

Absent: None.

Also Present: Mrs. Monzo, and Mr. Schmierer.

The Borough Clerk called the roll for Princeton Borough.

Present: Mayor Moore, and Mesdames Butler, Crumiller, Howard and Trelstad, and Messers Martindell and Wilkes.

Absent: None.

Also Present: Mr. Bruschi.

REPORTS

1. Joint Finance Committee Costs & Savings Report-*Pat Simon & Scott Sillars*

Mr. Simon and Mr. Sillars provided a report regarding savings estimates and an update on transition costs .

2. Consolidation Committee Brief- *Anton Lahnston*

Mr. Lahnston stated that the Consolidation Commission supports the staff and the proposed open space tax.

June 26, 2012

3. Open Space Tax- *Scott Sillars*

Mr. Sillars gave a power point presentation to the governing bodies about the proposed open space tax. Mayor Moore asked if the proposed referendum could be defined more broadly? Mr. Schmierer said that the language is the broadest allowed by statute.

On behalf of Princeton Borough Council, Ms. Trelstad offered a motion to introduce the following proposed ordinance AN ORDINANCE AUTHORIZING THE SUBMISSION TO THE VOTERS OF PRINCETON AT THE GENERAL ELECTION ON NOVEMBER 6, 2012 A PROPOSITION AUTHORIZING THE ESTABLISHMENT FOR PRINCETON OF AN ANNUAL LEVY FOR THE ACQUISITION, DEVELOPMENT AND MAINTENANCE OF MUNICIPAL OPEN SPACE, FARMLAND AND HISTORIC PROPERTIES IN THE AMOUNT OF \$0.017 PER \$100.00 OF ASSESSED VALUE FOR REAL PROPERTY IN THE CONSOLIDATED MUNICIPALITY OF PRINCETON AS AUTHORIZED BY P.L. 1997, c. 24 OF THE LAWS OF THE STATE OF NEW JERSEY as revised and amended. The motion was seconded by Ms. Howard and carried unanimously. The public hearing was set for July 10, 2012.

On behalf of Princeton Township, Mr. Liverman offered a motion to introduce the same ordinance as revised and amended. The motion was seconded by Ms. Nemeth and carried by four affirmative votes. Mr. Miller voted in the negative. The public hearing was set for July 16, 2012.

4. Time Chart Updates – *Mark Freda*

Mr. Freda discussed the Time Charts with the governing bodies and noted that the charts were on tract.

DISCUSSION-Recreation Maintenance Hiring – *Ben Stentz*

Mr. Stentz requested the hiring of an addition staff person to fill a vacancy.

Ms. Butler offered a motion on behalf of Princeton Borough to approve the request. The motion was seconded by Mr. Wilkes and carried unanimously.

Ms. Nemeth offered a motion on behalf of Township Committee to approve the request. The motion was seconded by Ms. Lempert and carried unanimously.

June 26, 2012

JOINT TASK FORCE SUBCOMMITTEE REPORTS:

1. Public Safety- *Mark Freda/Curt Berry*

a. Evidence System-*\$20,250*

Ms. Butler offered a motion on behalf of Princeton Borough to approve the request. The motion was seconded by Ms. Trellstad and carried unanimously.

Ms. Lempert offered a motion on behalf of Township Committee to approve the request. The motion was seconded by Ms. Nemeth and carried unanimously.

b. Dispatch/Radio/Walkies-*\$100,000/\$225,000/\$189,000*

Ms. Butler offered a motion on behalf of Princeton Borough to approve the request. The motion was seconded by Mr. Wilkes and carried by six affirmative votes. Mr. Martindell abstained.

Mr. Liverman offered a motion on behalf of Township Committee to approve the request. The motion was seconded by Ms. Lempert and carried unanimously.

3. Infrastructure & Operations- *Jack West*

a. Trash: Mr. West discussed the bid process for trash collection for the new Princeton noting that the bid must be out for sixty days before the opening.

4. Personnel Selection Committee-*Jim Levine*

Mr. Levine showed a power point presentation to the governing bodies. The proposed PTO program was discussed. Mr. Miller said that while the program is used in the private sector it is not done in municipalities. He said that PTO in the short term has made things complicated and that he was concerned for the moral of the employees while there being no real cost savings to the municipality.

Mr. Levine said that he would come back to the governing bodies with a new proposal. Mr. Martindell said that he did not want to vote on things piecemeal.

a. Joint Personnel Selection-*Administrators Robert Bruschi & Kathy Monzo*

June 26, 2012

Ms. Monzo discussed the interview process with the governing bodies. She noted that they were assisted in the process by facilitator Barbara Lee. Ms. Monzo said that it was the recommendation to appoint Chief David Dudeck as Police Chief for the new Princeton.

Ms. Trelstad offered a motion on behalf of Princeton Borough to accept the recommendation.

The motion was seconded by Ms. Butler and carried unanimously.

Ms. Nemeth offered a motion on behalf of Township Committee to accept the recommendation.

The motion was seconded by Ms. Lempert and carried by four affirmative votes. Mr. Miller was not present for this part of the meeting.

5. *IT-Gary Patteson*

a. Consultant Selection: City Connections and CMIT

Ms. Trelstad offered a motion on behalf of Princeton Borough to accept the recommendations.

The motion was seconded by Ms. Crumiller and carried unanimously.

Ms. Lempert offered a motion on behalf of Township Committee to accept the recommendations.

The motion was seconded by Ms. Nemeth and carried by four affirmative votes. Mr. Miller was not present for this part of the meeting.

6. *Boards, Committees & Commissions-Hendricks Davis*

Mr. Davis provided a status update to the governing bodies regarding Boards, Committees and Commissions

There being no further business, the joint meeting was adjourned at 10:50 p.m.

Linda S. McDermott
Township Clerk



iXP Corporation
1249 S. River Road
Cranbury, NJ 08512
Tel: 609.409.7272
Fax: 609.409.7624
info@ixpcorp.com
www.ixpcorp.com

May 17, 2013

Robert W. McQueen
Chief Information Officer
Princeton
400 Witherspoon Street
Princeton, New Jersey 08540

RE: IXP's review and recommendation regarding the bid proposals for the Police Radio system upgrades

Dear Mr. McQueen

Tactical Public Safety of Mount Laurel submitted the lone bid for the Princeton Police Department radio upgrades. IXP thoroughly reviewed the proposal, and found that Tactical did not take exception to any of the bid specifications and met all of the technical and system requirements contained in the RFP. They did include additional ancillary documents that should be reviewed by the Town's attorney.

Tactical's bid price of \$101,342.46 does not include the option for a UHF repeater, as requested in the RFP. IXP recommends that the Princeton Police Department use the New Jersey State Contract to purchase this item.

IXP recommends accepting the bid from Tactical Public Safety and proceeding with implementation of the radio upgrades.

Respectfully,

Neal Bowen



Tactical Public Safety

The Badge of Confidence in an Uncertain World.



May 10, 2013

Office of the Clerk
Princeton
400 Witherspoon Street
Princeton, NJ 08540

Bid Proposal for Princeton Police Radio System UpGrades

Tactical Public Safety LLC is pleased to offer the enclosed bid for the Upgrades to the Police radio system as specified in the enclosed documents. Tactical Public Safety LLC is a full service provider of Mission Critical Public Safety radio systems and equipment.

Tactical Public Safety LLC takes NO EXCEPTIONS to any part of the bid as specified. As indicated, should the award be made to Tactical Public Safety, a performance bond and insurance certificate will be provided to Princeton.

We trust that our submission will merit the award and look forward to hearing from Princeton shortly. Thank you for the opportunity to serve Princeton.

Sincerely,

**James Foley
Chief Executive Officer
Tactical Public Safety LLC**

Certificate Number
669733

Registration Date: 03/26/2013
Expiration Date: 03/25/2015



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Tactical Public Safety LLC

Responsible Representative(s):

Christopher Fazekas, Manager
James Foley, CEO
Timothy Sage, CEO

Responsible Representative(s):

Harold J. Wirths

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-AUG-2009 to 15-AUG-2016

TACTICAL PUBLIC SAFETY, ELC
199A ENGLEWOOD AVENUE, SUITE A
WEST BERLIN NJ 08091



A handwritten signature in black ink, appearing to be "D. A. ...", written over a horizontal line.

State Treasurer

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME:
TACTICAL PUBLIC SAFETY LIMITED LIABILITY

TRADE NAME:

ADDRESS:
7469 W LAKE MEAD BLVD SUITE 2
LAS VEGAS NV 89128-1045

SEQUENCE NUMBER:

1211943

EFFECTIVE DATE:

02/09/06

ISSUANCE DATE:

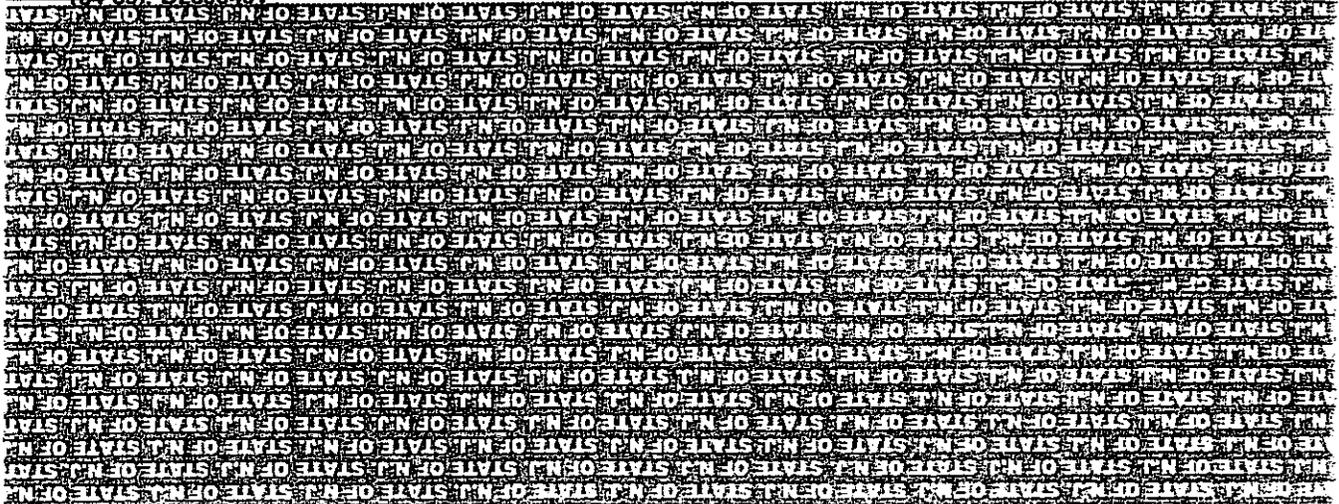
11/25/11

James J. Quinonez
Director

New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



STATE OF NEW JERSEY
Certificate of Authority

DIVISION OF TAXATION
TRENTON, N.J. 08646

The person, partnership or corporation named below is hereby authorized to collect:
NEW JERSEY SALES & USE TAX

pursuant to: **N.J.S.A. 54:32B-1 ET SEQ.**

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is effected.

TACTICAL PUBLIC SAFETY LIMITED
7469 W LAKE MEAD BLVD SUITE 2
LAS VEGAS NV 89128-1045

Tax Registration No.: **XXX-XXX-887/000**

Tax Effective Date: **02-15-06**

Document Locator No.: **I0000254655**

Date Issued: **11-25-11**

Michael J. Bry
Acting Director, Division of Taxation

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Tactical Public Safety

RAPTR Version 20.0.136

Thursday, January 24, 2013 11:07:02

Project: Princeton Simulcast

MBP: Prince

Figure: Princeton Township - In-Building Radio Coverage - TALK-OUT WITH 3 SITE SIMULCAST

Design: Bounded Area

Service: Portable, Talkout, Indoors, No SMA, NB P25 Conventional

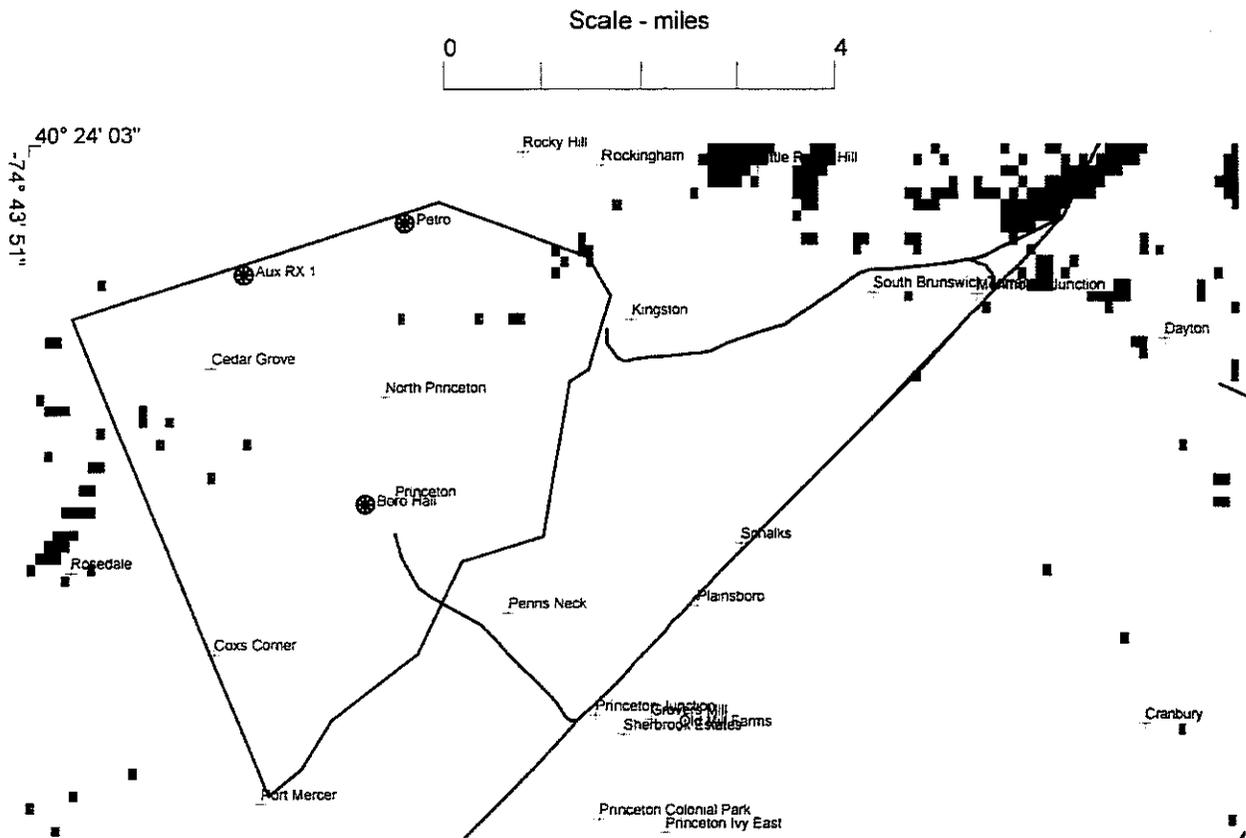
Engineer: UMR3

Map type - 1:113,131

Note: Map depicts coverage across the defined service area. Statistical variability does not allow for guarantee of coverage in specific locations, but does represent graphically area % coverage



< -105.0dBm



Map For Reference Only

RAPTR Version 20.0.136

Thursday, January 24, 2013 11:13:26

Project: Princeton Simulcast

MBP: Prince

Figure: Princeton Township - In-Building Radio Coverage - TALK-BACK WITH 3 RECEIVERS

Design: Bounded Area

Service: Portable, Talkback, Indoors, No SMA, NB P25 Conventional

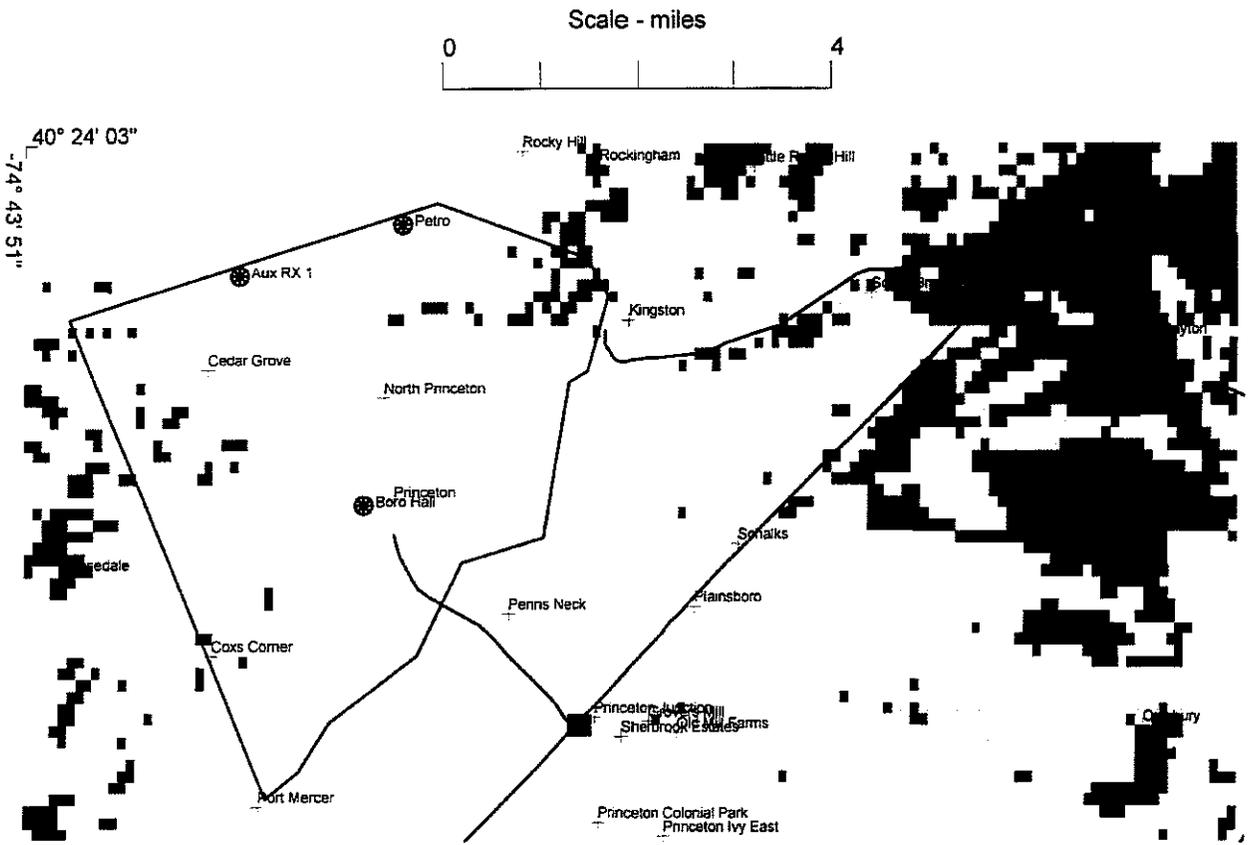
Engineer: UMR3

Map type - 1:113,131

Note: Map depicts coverage across the defined service area. Statistical variability does not allow for guarantee of coverage in specific locations, but does represent graphically area % coverage.



< -106.0dBm



Map For Reference Only

RAPTR Version 20.0.136

Thursday, January 24, 2013 11:15:04

Project: Princeton Simulcast

MBP: Prince

Figure: Princeton Township - Outdoor Radio Coverage - TALK-BACK WITH 3 RECEIVERS

Design: Bounded Area

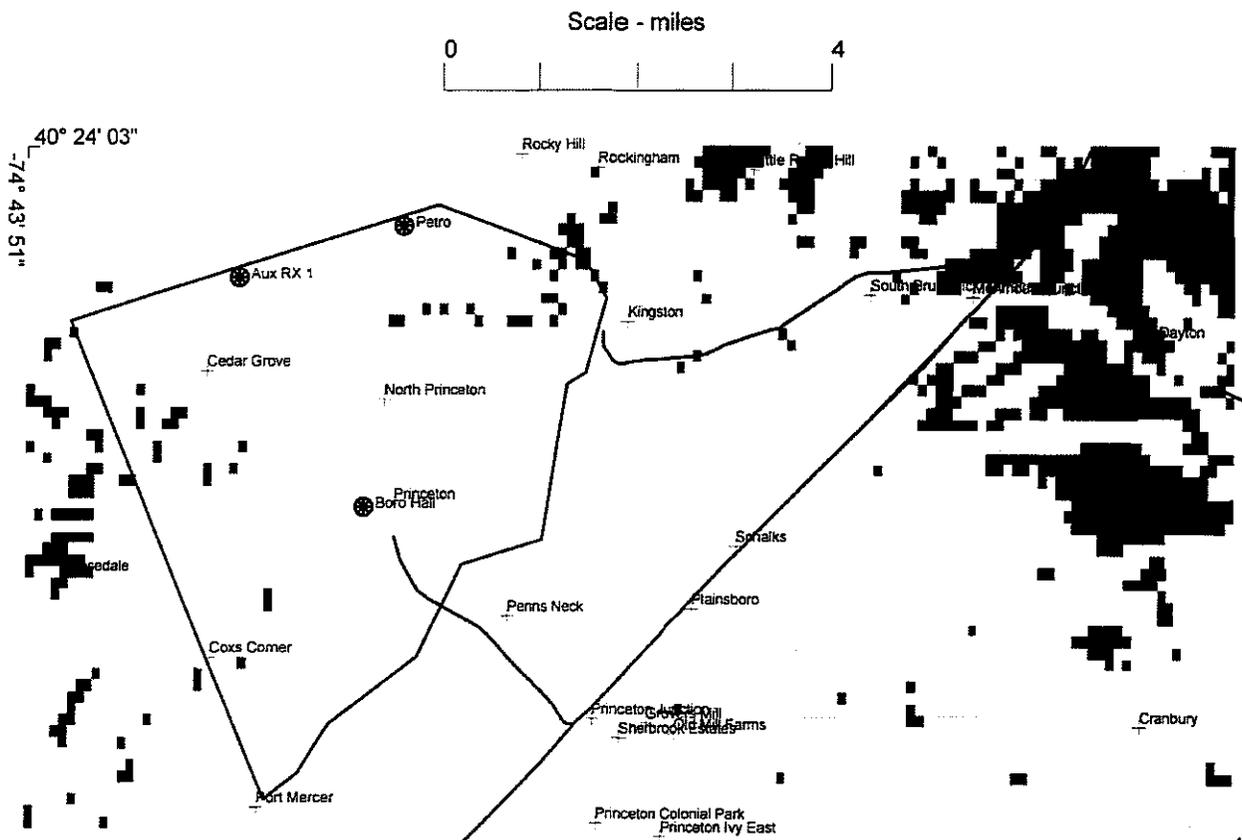
Service: Portable, Talkback, Outdoors, No SMA, NB P25 Conventional

Engineer: UMR3

Map type - 1:113,131

Note: Map depicts coverage across the defined service area. Statistical variability does not allow for guarantee of coverage in specific locations, but does represent graphically area % coverage.

< -106.0dBm



Map For Reference Only

Tactical Public Safety

RAPTR Version 20.0.136

Thursday, January 24, 2013 11:16:30

Project: Princeton Simulcast

MBP: Prince

Figure: Princeton Township - Outdoor Radio Coverage - TALK-OUT WITH 3 SITE SIMULCAST

Design: Bounded Area

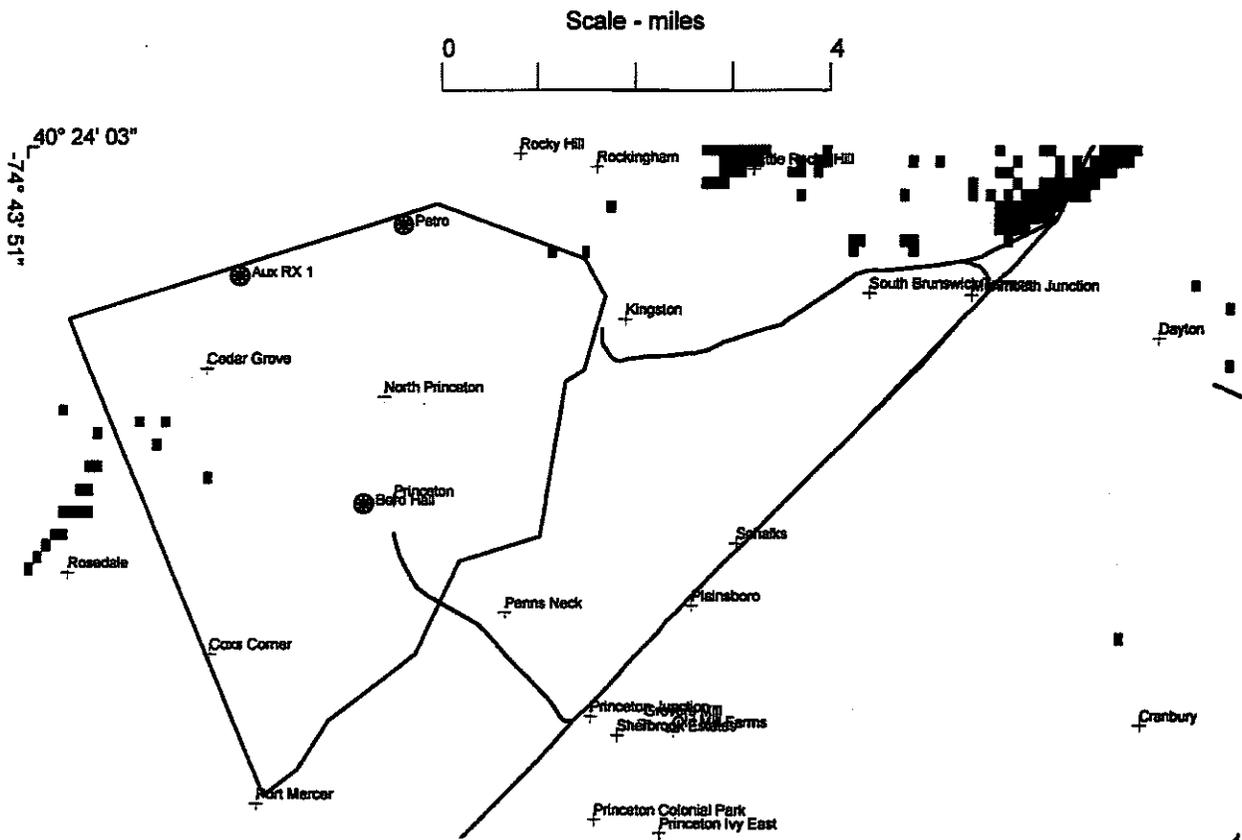
Service: Portable, Talkout, Outdoors, No SMA, NB P25 Conventional

Engineer: UMR3

Map type - 1:113,131

Note: Map depicts coverage across the defined service area. Statistical variability does not allow for guarantee of coverage in specific locations, but does represent graphically area % coverage.

< -106.0dBm



Map For Reference Only



Tactical Public Safety

The Badge of Confidence in an Uncertain World.



Certified Personnel

- 1. Timothy J. Sage, Co-CEO and System Engineer**
- 2. Christopher R. Fazekas, COO and Implementation Manager**
- 3. Scott Archer, Radio System Engineer**
- 4. Vince Kelly, Radio System Engineer**
- 5. William Beavan, Radio System Engineer**



Tactical Public Safety

The Badge of Confidence in an Uncertain World.



References

- 1. Atlantic County Department of Public Safety**
5033 English Creek Avenue
Egg Harbor Twp, NJ 08234
Attn: John Miller, Radio System Administrator
- 2. Township of Cherry Hill Police**
820 Mercer Street
Cherry Hill, NJ 08002
Attn: Officer Paul Campana
- 3. Township of Galloway Police**
300 E. Jim Leeds Rd
Galloway Twp NJ 08205
609-652-3705 X305

EXHIBIT G

PRINCETON

FORM OF BID BOND

(To accompany Bid Proposal)

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned
Tactical Public Safety, LLC

(Name of Bidder) as principal; and

American Southern Insurance Company

(Name of Surety) as surety, are hereby held and firmly bound unto Princeton in the sum of:

Ten Percent (10.0%) of the Amount Bid not to exceed Twenty Thousand (\$20,000.00)

(\$ 10% of bid amount) Dollars, for the payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves; our heirs, executors, administrators, successors and assigns.

Signed this 16th day of May 2013.

The conditions of the obligations are such that whereas the principal has submitted to Princeton a certain bid, attached hereto and made a part hereof, to enter into a contract in writing for

Princeton Police Radio System Upgrade

NOW THEREFORE,

- (a) if said bid shall be rejected, or in the alternate,
- (b) if said bid shall be accepted and the principal shall execute and deliver a contract and performance bond in the form required in the Instructions to Bidders (all properly completed in accordance with said bid) within 10 days after Princeton has notified the principal of the acceptance of his bid, and shall in other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void; otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of surety for any and all default of the principal hereunder shall be the amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that its obligations shall in no way be impaired or affected by an extension of the time within which Princeton may accept the bid of the principal; and said surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the principal and surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

ATTEST:

Ali M. Jaleel
As to Principal (Secretary
of Corporation)

SEAL

Melissa Olt
As to Surety

Name of Bidder
Tactical Public Safety, LLC

By: *James Foley*
Signature

James Foley
Printed Name

CEO
Title

American Southern Insurance Company
Surety

By: *Douglas A. Olt*
Signature

Douglas A. Olt, Attorney-in-Fact
Printed Name

Attorney-in-Fact
Title

(To be accompanied by the usual proof of authority of officers of Surety Company to execute the same)

ATTACHMENT H

PRINCETON

FORM OF CONSENT OF SURETY
(To accompany Bid Proposal)

RE: PROPOSAL FOR PRINCETON POLICE RADIO SYSTEM UPGRADE

BIDDER: Tactical Public Safety, LLC

SURETY: American Southern Insurance Company

ADDRESS: 8715 Northside Parkway, Atlanta, GA 30327

PHONE: (404) 266-9599

The undersigned consents and agrees that if the Contract which is the subject of the above named proposal is awarded to the above named bidder, it will become bound as surety and guarantor for its faithful performance, and will execute a Performance Bond in the form specified in the Instructions to Bidders, said Bond to be in an amount equal to one hundred (100%) percent of the Contract price and to be continued so as to indemnify Princeton against loss due to the failure of the bidder to meet the stipulation of the Performance and Payment Bond.

IN WITNESS WHEREOF, said surety has set its seal and caused these presents to be signed by its duly authorized officers this 16 day of May, 2013.

ATTEST:

Melissa [Signature]

SURETY:

American Southern Insurance Company

By:

[Signature]

Printed Name

Douglas A. Olt, Attorney-in-Fact

Title

(To be accompanied by the usual proof of authority of officers of Surety Company to execute the same, and a Surety Disclosure Statement and Certification)

NEW JERSEY SURETY DISCLOSURE STATEMENT AND CERTIFICATE

AMERICAN SOUTHERN INSURANCE COMPANY, surety on the attached bond, hereby certifies the following:

(1) The surety meets the applicable capital and surplus requirement of R.S. 17:17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety participating in the issuance of the attached bond is in the following amount as of the calendar year ended December 31, 2012, which amounts have been certified as indicated by

American Southern Insurance Company \$36,947,487

(3) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. sec. 9305, the underwriting limitation established therein effective on July 1, 2012 is as follows:

American Southern Insurance Company \$3,799,000

(4) The amount of the bond to which this statement and certification is attached is \$ 10% of the Amount Bid not to exceed \$20,000.00

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in item (3) above, or both, then for each such contract of reinsurance:

(a) The name and address of the reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows: N/A

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243 (c.17:518-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

Certificate

I Douglas A. Olt as Attorney-In-Fact for American Southern Insurance Company
(Name of Agent)

a corporation admitted in New Jersey, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true and ACKNOWLEDGE that if any of those statements are false, this bond is VOID.



(Signature of Certifying Agent)

Douglas A. Olt
(Printed Name of Certifying Agent)
Attorney-In-Fact

May 16, 2013
(Date)

American Southern Insurance Company
NAIC Company Code 10235
NAIC Group Code 587

Statutory Financial Statement

As of December 31, 2012

ASSETS		LIABILITIES	
Bonds	\$65,341,592	Reserve for Losses and Loss Expense	\$34,112,144
Stocks	22,258,857	Reserve for Unearned Premiums	18,073,122
Cash and Short-Term Investments	2,368,726	Reserve for Expenses, Taxes, Licenses and Fees	3,351,718
Agents Balances	3,288,723	Payable to Parents, Subsidiaries and Affiliates	273,203
Other Assets	2,507,066	Other Liabilities	3,007,290
		Total Liabilities	58,817,477
		POLICYHOLDERS' SURPLUS	
		Capital Stock	3,000,000
		Surplus	33,947,487
		Total Policyholders' Surplus	36,947,487
Total Assets	\$95,764,964	Total Liabilities and Policyholders' Surplus	\$95,764,964

Bonds and stocks are valued in accordance with the basis adopted by the National Association of Insurance Commissioners (NAIC).

CERTIFICATE

The officers of this reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the herein described assets were the absolute property of the said reporting entity, free and clear from any liens or claims thereon, except as herein stated, and that this statement, together with related exhibits, schedules and explanations therein contained, annexed or referred to, is a full and true statement of all the assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of its income and deductions therefrom for the period ended, and have been completed in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures manual except to the extent that: (1) state law may differ; or, (2) that state rules or regulations require differences in reporting not related to accounting practices and procedures, according to the best of their information, knowledge and belief, respectively.



 President

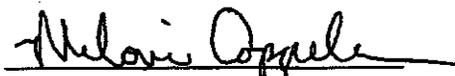


 Chief Financial Officer

State of Georgia
 County of Fulton

On the 1st day of March 2013, before me came the above named officers of the American Southern Insurance Company to me personally known to be the individuals and officers described herein, and acknowledge that they executed the foregoing instrument and affixed the seal of said company thereto by authority of their office.





 Melonie Coppola, Notary Public
 My Commission Expires, May 17, 2014



AMERICAN SOUTHERN INSURANCE COMPANY

Corporate Headquarters: 3715 Northside Parkway, NW Building 400, 8th Floor Atlanta, Georgia 30327

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Douglas A. Olt or Lisa Evans of Cherry Hill, New Jersey, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (One Million Dollars).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

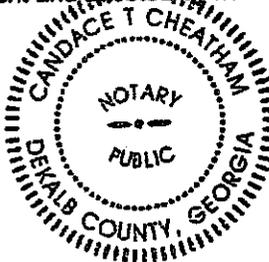
RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 5th day of July, 2007.

Attest:

Gail A. Lee, Secretary



American Southern Insurance Company

By: Scott G. Thompson, President

STATE OF GEORGIA

On this 5th day of July, 2007, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

STATE OF GEORGIA

Candace T. Cheatham, Notary Public, State of Georgia, My Commission Expires 12/07/13

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Georgia Dated the 16th day of May 2013

Jerry Underwood, Vice President - Surety

Number 74066

ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed bids will be received by Princeton in the County of Mercer, State of New Jersey, at the Municipal Building, 400 Witherspoon Street, Princeton, N.J. 08540 on May 16, 2013 at 2:30 p.m., and at that time and place, publicly opened and read for the sale of the following project:

PRINCETON POLICE RADIO SYSTEM UPGRADE

Copies of bid documents are available from the **Office of the Princeton Clerk** during regular business hours (M-F 9am-5pm). Bids shall be submitted on the form(s) provided, completed in accordance with the specifications contained in the Instructions to Bidders and other bidding documents, and include the following: Bid Proposal Form, with Acknowledgment of Addenda; Bidder's Ownership Disclosure Statement as required by section 1 of P.L.1977, c.33 (N.J.S.A. 52:25-24.2); Proof of Bidder's Business Registration as required by section 1 of P.L.2001, c.134 (N.J.S.A. 52:32-44); and Non-Collusion Affidavit.

Each proposal must also be accompanied by a guarantee in the form of a bid bond or certified check payable to Princeton for not less than 10% of the amount of the bid, but not to exceed \$20,000 and a Consent of Surety from a surety company stating that it will bound to furnish a performance bond as required in the Instructions to Bidders.

Bids shall be delivered in sealed envelopes addressed to the Office of the Princeton Clerk, and plainly marked as indicated in the bid package. Sealed bids shall be submitted to Princeton in person, by mail or by messenger prior to the bid opening. Princeton assumes no responsibility for loss or non-delivery of any bids sent or delivered prior to the bid opening.

Princeton intends to award the contract to the lowest responsible bidder whose bid is responsive and complies with Princeton's requirements for the same. Princeton reserves the right to reject any and all bids, waive any informalities or accept a bid which, in its judgment, best serves the interest of Princeton. No bids may be withdrawn for a period of sixty (60) days after the date and time set for the opening of bids. The award of a contract is subject to the availability of funds.

Bidders must be registered with the New Jersey Department of the Treasury pursuant to section 1 of P.L.2001, c.134 (N.J.S.A. 52:32-44). Bidders are also required to comply with the requirements of N.J.S.A. 10:5-31 *et seq.* and N.J.A.C. 17:27-2.1 *et seq.*, concerning affirmative action and equal employment.

Linda McDermott, Princeton Clerk

PRINCETON
400 WITHERSPOON STREET
PRINCETON, NEW JERSEY 08542

REQUIRED DOCUMENT CHECKLIST
(To accompany Bid Proposal)

PRINCETON POLICE RADIO SYSTEM UPGRADE

In accordance with Paragraph 1.C. of the Instructions to Bidders, the following mandatory items must be submitted WITH THE BID, along with this checklist. REFER TO THE INSTRUCTIONS TO BIDDERS FOR DETAILS.

Bidder must initial each line to confirm inclusion of the required document.

1. gf Bid Proposal Form, with acknowledgement of addenda
2. gf Non-Collusion Affidavit
3. gf Bid Security
4. gf Consent of Surety
5. gf Ownership Disclosure Statement
6. gf Proof of New Jersey Business Registration
7. gf Proof of Public Works Contractor Registration
8. gf (This) Required Document Checklist

JAMES FOLEY
Printed Name of person who initialed above

**PLEASE NOTE:
CONDITIONAL OR UNRESPONSIVE BIDS WILL BE REJECTED. FAILURE
TO PROVIDE THE ABOVE LISTED DOCUMENTS WILL RESULT IN YOUR
BID BEING DECLARED UNRESPONSIVE AND WILL BE REJECTED.**

PLEASE RETAIN THE FOLLOWING FOR YOUR RECORDS:

1. **Instructions to Bidders.**
2. **Specifications and all plans and/or drawings.**
3. **A copy of the above documents.**

PRINCETON POLICE RADIO SYSTEM UPGRADE

TECHINCAL SPECIFICATIONS / SYSTEM REQUIREMENTS

Project Introduction

The Princeton Police Department currently operates a receiver voted two (2) site simulcast UHF analog conventional wideband radio system. An additional third (3) site is utilized for a standalone satellite receiver. Princeton is seeking a successful bidder to provide a complete design to upgrade the current radio system, including installation and maintenance.

The upgraded specifications/requirements are to furnish the Princeton Police Department with a new APCO P25 compliant three (3) site simulcast dual mode analog/digital UHF radio system over IP. The Department also requests optional pricing on the replacement of a standalone analog repeater with an APCO P25 compliant dual mode single repeater.

The current sites are as listed and will be utilized to deploy the upgraded system:

1. Monument Hall, 1 Monument Dr, Princeton, NJ
2. Petro Oil Company, 800 Route 206, Princeton, NJ
3. Mt Rose Tower Site, Province line Road, Hopewell, NJ

When the responding proposal differs from the requirements set forth in these specifications, the bidder shall indicate clearly the product on which the bidder is bidding; describe each variation or exception in detail, referring to the paragraph and specifications to which the variation or exception will apply; and supply a sample or sufficient data to enable an intelligent comparison to be made with the particular brand or manufacturer mentioned in the specifications. All "yes" answers to the question, "Exceptions: (yes or no) No," must be explained in detail on the Exceptions Page of these specifications. Princeton reserves the right to make the final determination as to the responsiveness and compatibility of any proposed variations.

Technical & Functional Specifications

1. System must be able to operate in mixed mode simulcast: analog narrowband and digital.
2. System must be APCO P25 compliant and shall not utilize any proprietary encryption.
3. System will utilize the existing UHF channel pair of 453.675 MHZ transmit / 458.675 MHZ receive. Any additional FCC licensing or modifications will completed and filed by Princeton.
4. System shall be expandable in the future to add additional sites or channels. "Plug and Play" architecture is required.

5. Bidder shall supply a self-contained, rack mounted uninterruptable power supply (UPS) unit at each site. The UPS should be sized to provide no less than thirty minutes (30) of power to the on-site equipment.
6. System shall not require any central site equipment. All functions, including Simulcast and receiver voting, shall be located on hardware at each site.
7. System will provide RSSI voting built into each simulcast repeater at each site.
8. The three (3) System sites shall be connected via VoIP. iP Connectivity to be provided by Verizon. Princeton is responsible to provide and maintain the required iP connection to meet the successful bidder's connectivity requirements. Princeton is also responsible for any recurring fees associated with the connectivity between sites.
9. System shall maintain true iP connectivity between links.
10. System to provide traffic management tools to supply system supervision, real time monitoring and remote diagnostics. Successful bidder will be responsible for this connectivity and any recurring fees.
11. Successful bidder shall provide, at the time of cut over of system, a Method of Procedure (MOP) for the seamless transition to the new technology. Current system will remain functional during build out of new system.
12. Bidder shall provide coverage maps utilizing in house RF engineering and P25 coverage analysis. The bidder shall provide the following three (3) site simulcast composite map types:
 - a. Portable talkback, indoors. P25 conventional. analog and digital.
 - b. Portable talkback, outdoors. P25 conventional. analog and digital.
 - c. Portable talk out, indoors P25 conventional. analog and digital
 - d. Portable talk out outdoors. P25 conventional. analog and digital
13. Bidder shall provide a list of manufacturer certified full time employees. Bidder shall represent that at least one (1) manufacturer certified full time employee shall be employed on staff for a minimum of seven (7) years after acceptance of the system by Princeton.
14. Customer support is critical. Bidder must show experience in successful implementation of public safety systems and provide three (3) customer references that will attest to repair responsiveness.
15. Where possible, equipment installation and grounding should meet with the Motorola R56 industry standard. Princeton is responsible to provide the required secured space, electrical circuits and any necessary environmentalals at each site.

16. Bidder to provide all necessary racks, cabinets, antennas, duplexers, cabling and grounding at each site.
17. Bidder to provide 24/7 365 day, 2 hour response time support during initial warranty period.
18. Manufacturer one (1) year warranty period to begin at acceptance of system by Princeton.
19. The bidder shall offer a 2 to 5-year extended warranty as an option.
20. The bidder shall provide repair and support for the system for a minimum of seven (7) years from the date of shipment.

Optional: please provide a price to include this optional equipment, installation & support.

21. Standalone repeater requirements: APCO P25 compliant UHF repeater 100 watts output. Dual mode, Operating frequency TX 470.9625 MHz / RX 470.9625 MHz
Note: to replace existing repeater located at the Municipal Building, 1 Monument Drive Princeton, NJ

PRINCETON POLICE RADIO SYSTEM UPGRADES

(Please retain for your records)

INSTRUCTIONS TO BIDDERS

1. PROPOSAL

- A. Bid forms are provided herewith.
- B. The bidder shall fill in all blank spaces in the bid form using ink or typewriter and sign the same in ink. Erasures or other changes in the bid must be explained or noted with the initials of the bidder. Bids containing any changes, conditions, omissions, unexplained erasures or alterations, or any item not called for in the proposal, or irregularities of any kind, may be cause for rejection by Princeton.
- C. All of the following items shall be submitted:
 - (1) Bid Proposal Form, with acknowledgement of addenda
 - (2) Non-Collusion Affidavit
 - (3) A Bid Bond of a type acceptable to Princeton and issued by a surety which is both licensed in the State of New Jersey and listed in the U.S. Department of Treasury Circular 570, or a certified or cashier's check payable to Princeton in the amount of 10% of the bid (if alternates are included, 10% of the total of the base bid and the highest alternate bid) but not more than twenty thousand dollars (\$20,000).
 - (4) In accordance with Paragraph M, a Consent of Surety of a type acceptable to Princeton and issued by a surety which is both licensed in the State of New Jersey and listed in the U.S. Department of Treasury Circular 570. A Consent of Surety is required even if a check is submitted in lieu of a bid bond.
 - (5) An ownership disclosure statement executed in the form included herein pursuant to N.J.S.A. 52:25-24.2 (Chapter 33 of the Public Laws of 1977) (includes all forms of ownership);
 - (6) Proof of the Contractor's and listed subcontractor's business registration

pursuant to section 1 of P.L. 2001, c. 134.

When required, the bid shall be submitted with the following:

All submittals shall be originals where required. No photocopied or faxed signatures will be accepted. All documents must be notarized when so required.

Documents will be referred to the appropriate staff for review and approval as to conformity with these instructions and with New Jersey law.

- D. Conditional bids shall not be accepted. Multiple bids are not permitted.
- E. The firm, corporate or individual name of the bidder must be signed in the space provided for signatures on the proposal form. In the case of a corporation, the title of the officer signing must be stated, and the signature of said officer must be duly attested and the corporate seal affixed. In the case of partnership, each partner must sign, or the bid must be accompanied by original evidence of the authority of the bidding partner to act for the full partnership. A corporation not organized in the State of New Jersey must, as a condition to an award of the contract, furnish proof that it has qualified, under the laws of New Jersey, to do business in this State. In the case of a corporation, the name and address of the corporation's registered agent shall be included at the end of these Instructions.
- F. Prices must be submitted in figures. In the case of a variance, the price in words shall prevail. Should there be an error, discrepancy or inconsistency in the figures, the unit prices as stated in the proposal shall govern. Princeton reserves the right to make all corrections based upon the foregoing, and comparison of all bids will be based upon the correct total as calculated from the unit prices.
- G. Bids must be submitted at the date and hour for the opening of bids. Princeton assumes no responsibility for loss or non-delivery of any bids sent or delivered to it prior to the bid opening. Bids must be enclosed in a sealed opaque envelope (provided) with the name of the bidder and the name of the project marked on the outside as follows:

**To: Office of the Clerk
 Princeton
 400 Witherspoon Street
 Princeton, New Jersey 08540**

Bid Proposal for: Princeton Police Radio System Upgrades

Submitted by: Tactical Public Safety LLC
(Name of Bidder)

H. Submission and opening of bids.

Time: Hour: 2:30 P.M.
Date: May 16, 2013

Place: *Office of the Clerk*
PRINCETON
400 Witherspoon Street
Princeton, New Jersey

I. Any bid may be withdrawn on written request received from a bidder prior to the time fixed for the bid opening. No right to withdraw a bid shall exist for a period of **sixty (60) days** after the date and time specified for opening of bids has arrived.

J. At the time fixed, bids will be opened and read publicly.

K. The bid proposal guarantee of all bidders except the three apparent highest responsible bidders, will be returned within 10 days after the opening of bids, Sundays and holidays excepted. The bid proposal guarantee of the remaining unsuccessful bidders will be returned within three days, Sundays and holidays excepted, after award of a contract and approval of the bidder's performance bond.

L. The bid guarantee of the successful bidder shall be forfeited if said bidder fails to execute the contract and furnish the required bonds in the form specified herein from a corporate surety authorized to do business in the State of New Jersey, within 10 days, Sundays and holidays excepted, after notification of the award of the contract.

M. Any bidder submitting a bid shall also submit a certificate from a surety company (consent of surety) from a New Jersey licensed surety stating that it will provide the bidder with a **performance bond** in the full amount (100%) of the bid which amount shall be specified in said certificate. The performance bond that is the subject of the certificate shall be for the faithful performance of all terms of the contract. The consent of surety and the bonds shall be in substantially the same form as included in these Instructions.

N. All bidders shall be required to comply with N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127) and N.J.A.C. 17:27-1.1 et seq., concerning affirmative action, and any amendment thereto, and shall also comply with the requirements contained in the "Affirmative Action/Employment Goal Compliance Attachment to Bid Instructions" appended to these Instructions (Attachment A), with the requirements of the

Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.* (Attachment B), and with all applicable federal and state occupational safety and health legislation and regulations.

Princeton reserves the right to make such investigations as it deems necessary to determine the ability of a bidder to perform in accordance with the terms and conditions of the contract, and a bidder shall furnish to Princeton all such information and data for this purpose as Princeton may request. Princeton reserves the right to reject any and all bids if the evidence submitted by or investigation of such bidder fails to satisfy Princeton that such bidder is properly qualified to perform pursuant to the terms and conditions of the contract. No oral interpretations will be given to any bidder as to the meaning of the plans and specifications or any part thereof.

2. AWARD OF CONTRACT

- A. A contract will be awarded to the lowest responsible bidder whose bid complies with these instructions.
- B. Princeton shall notify the successful bidder by sending Notice of Award. Within ten days after receipt of said Notice, the successful bidder shall execute and deliver to Princeton the Contract, Bonds, evidence of insurance and any other documents required in these Instructions or the Contract. Failure to do so shall result in forfeiture of the security previously deposited with the bid. In addition, Princeton may elect to recover from the successful bidder damages caused to it by such failure.

3. QUANTITIES

Unless otherwise indicated, the quantities listed in the specifications or on the proposal form are approximate only and are for the purpose of canvassing for bids. Princeton does not guarantee to purchase any definite quantities; however, it intends to purchase all of Princeton's requirements for the specified items during the term of the contract. The quantities purchased by Princeton are limited to the amount of monies budgeted and appropriated for the same under New Jersey Statutes. Payment to the contractor will be made only for the actual quantities of items furnished in accordance with the contract and it is understood that the estimate of quantities specified herein may be increased, diminished or omitted without in any way invalidating the prices bid.

4. MANUFACTURE. BRAND NAMES

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

The name of any manufacturer, trade name, or manufacturer or vendor model number or catalogue number mentioned in the specifications is for the purpose of designating a standard of quality and type and for no other. Even though a particular manufacturer's name or brand is mentioned, bids will be considered on other brands or on the product of other manufacturers which may be comparable and equivalent in quality, and suitable to the Princeton's needs. When the responding bid may differ from the requirements set forth in the specifications, the bidder shall indicate clearly the product on which he is bidding; shall describe each variation in detail, referring to the paragraph and specifications to which the variation will apply; and shall supply a sample or sufficient data to enable an intelligent comparison to be made with the particular brand or manufacturer mentioned in the specifications. Catalogue cuts and descriptive data shall be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of the bid.

5. INSPECTION

All materials, equipment, supplies and/or services delivered to or performed for Princeton shall be subject to final inspection and/or testing by Princeton or by other testing laboratories as Princeton may designate. If the result of one or more of such tests indicates that any part of the materials, supplies or services are deficient in any respect, Princeton may reject all or any part of the materials, supplies or services to be provided under this contract.

6. DELIVERY

All materials, supplies, equipment and vehicles shall be shipped F.O.B. Princeton, unloaded, inside delivery and debris removed. Princeton will not pay freight or express delivery charges. Deliveries will be made during normal business hours at the location specified on the Purchase Order unless other arrangements have been made and agreed to by the Designated Department Head.

7. ABANDONMENT, DELAY AND LATE DELIVERY

A. If the work that is to be done under this contract is abandoned by the contractor or if at any time the Purchasing Agent shall certify in writing to the Princeton Council that the performance of the contract is unnecessarily or unreasonably delayed, or that the contractor is willfully violating any of the conditions of the specifications, or is executing the same in bad faith, or is performing unsatisfactorily, or not in accordance with the terms hereof, Princeton may annul the contract or any part thereof by a written notice served upon the contractor, and Princeton may thereupon have the power to contract for the completion of said work in the manner prescribed by law, and to charge the entire cost and expense thereof to the contractor.

- B. The cost and expense so charged shall be deducted from and paid by Princeton out of such monies as may be due or become due to the contractor under and by virtue of the contract. In case such expense shall exceed the amount that would have been completed by the contractor, he or his surety shall pay the amount of such excess to Princeton.
- C. In the event of late delivery or other failure of the bidder to conform to the requirements of the specifications, liquidated damages may be assessed if set forth in said specifications.

8. INDEMNITY

By submitting a bid, a bidder agrees that, if it is the successful bidder, it will indemnify and hold harmless Princeton and each of its officials, employees, agents, and servants from and against all liability and expenses, including attorneys' fees, howsoever arising or incurred, alleging damage to property or injury to or debt to any person arising out of or attributable to the bidder's performance or non-performance of the contract awarded, or arising out of the bidder's non-compliance with prevailing wage laws, the Americans With Disabilities Act and any federal or state occupational safety or health legislation or regulation.

9. INSURANCE

The successful bidder will be required to purchase and to maintain during the life of the contract liability insurance policies which name Princeton and its employees, agents and assigns, as additional insureds, and shall be required to provide within ten (10) days of notification of award insurance certificates to Princeton to indicate such coverage; copies of the actual policy endorsement may also be requested by Princeton. Any such certificates shall provide that Princeton shall be given at least 30 days' prior written notice of any cancellation of, intention not to renew, or material change in such insurance coverage. The cancellation clause on the Certificate of Insurance shall be limited to the following statement, and no other language shall be acceptable:

Should any of the above-described policies be canceled or materially changed before the expiration date thereof, the issuing company will mail thirty (30) days' prior written notice to the Certificate holder.

Pre-printed cancellation clauses shall be adjusted so as to read as indicated above.

Such insurance coverage shall be for a minimum of \$1,000,000.00, with a minimum of a combined single limit of \$2,000,000.00 for bodily injury and/or property damage per occurrence. Coverage shall include: General Liability, Auto Liability and Property Damage; coverage shall also be provided for Workers Compensation in the amount required by New Jersey law. Upon request of Princeton, the successful bidder shall provide to Princeton a

certification from the insurance carrier or insurance broker that the coverage limits shown on the Certificate of Insurance have not been reduced by paid claims; if any such reduction has taken place, adequate written assurance must be provided to the Princeton by the insurance carrier or insurance broker that remaining coverage meets the requirements of this paragraph.

The successful bidder shall be required to submit a certificate(s) of insurance evidencing the coverage required above to Princeton before the contract is signed. The successful bidder shall also provide proof that its insurance coverage that incorporates the indemnification clause set forth in Paragraph 8 above. Evidence of insurance shall be subject to approval of the Princeton Attorney.

10. CONTRACT DOCUMENTS

The contract documents shall consist of the Advertisement, the Contractor's bid proposal form and all other bid forms, these Instructions to Bidders, the specifications, and such affidavits or certifications as may be required in the specifications, along with any and all addenda issued prior to execution of a contract, and the contract itself.

In the event that any clarification or modification of the contract documents is determined to be necessary by Princeton, an addendum to the specifications will be issued and communicated in accordance with the requirements of the New Jersey Local Public Contracts Law. Princeton will not give verbal interpretations of the specifications. In the event any such interpretations are given, they shall be considered invalid.

11. MISINTERPRETATION OF CONTRACT DOCUMENTS

The successful bidder shall make no claim for additional payment or other concession because of any misinterpretation or misunderstanding of the contract documents on his part or because of any failure to fully acquaint himself with any condition or provision of the contract documents.

12. INQUIRIES

All questions and concerns pertaining to this proposal shall be directed to the Director of Information and Technology. All inquiries must be directed in writing to the Director of Information and Technology no later than five (5) business days prior to the opening of bids in order to allow adequate time for a response, if any, and so as to avoid providing or appearing to provide an unfair advantage to any bidder.

13. OBJECTIONS TO SPECIFICATIONS

Any and all objections to the bid specifications must be in writing to the Purchasing Agent three (3) days prior to bid opening. Failure to do so will result in the non-consideration of said objections.

14. TRUTH IN CONTRACTING

Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

15. CAMPAIGN CONTRIBUTIONS DISCLOSURE

The Contractor is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c.271, §3) if the Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us.

16. BUSINESS REGISTRATION AND SALES AND USE TAX

P.L. 2004, c.57 requires all Contractors entering into agreements with municipal contracting units to provide proof that they are registered with the N.J. Department of Treasury before entering into an agreement with a municipal contracting unit. All bidders shall comply with the business registration requirements set forth in Attachment C.

17. PUBLIC WORKS CONTRACTOR REGISTRATION

The Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48, et seq., requires all bidders and their listed subcontractor(s), if any, to be registered with the Department of Labor and Workforce Development prior to bidding on public works projects that exceed the prevailing wage threshold. All bidders shall submit proof with their bid proposal that they and their listed subcontractor(s) are registered. No unregistered contractor or subcontractor, including subcontractors not listed in the bid proposal, shall engage in the performance of any public work encompassed by the Contract Documents.

18. PREVAILING WAGE RATES

Unless specifically provided otherwise in the Contract Documents, the provisions of N.J.S.A. 34:11-56.25, et seq. and N.J.A.C. 12:60-1.1, et seq., Prevailing Wages on Public Works, are applicable to this Contract. Prevailing wages for public works projects are determined by the New Jersey Department of Labor and Workforce Development.

All provisions of the above-referenced statute and regulations, and any amendments thereto, are considered part of the Contract Documents and incorporated as if fully set forth therein. By submitting a bid proposal, a bidder declares and represents to Princeton that he is aware of and will comply with all provisions of said statute and regulations with relation to prevailing wages for workers to be employed under this Contract.

ATTACHMENT A

**AFFIRMATIVE ACTION/ EQUAL EMPLOYMENT GOAL COMPLIANCE
ATTACHMENT**

for

**PROCUREMENT AND SERVICE CONTRACTS, INCLUDING
PROFESSIONAL SERVICES AGREEMENTS**

Pursuant to N.J.A.C. 17:27-3.4(a)1, each Contractor shall submit to Princeton (also referred to as "public agency" or "agency"), after notification of award but prior to execution of a goods and services contract with Princeton, one of the following three documents:

- (1) Appropriate evidence that the Contractor is operating under an existing Federally approved or sanctioned affirmative action program; or
- (2) A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- (3) An employee information report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts in the New Jersey Department of Treasury ("Division") and distributed to Princeton to be completed by the Contractor, in accordance with N.J.A.C. 17:27-4. A Contractor shall not be eligible to submit nor shall Princeton accept an employee information report unless the Contractor certifies and agrees that he or she has never before applied for a certificate of employee information report in accordance with the rules promulgated by the Treasurer of the State of New Jersey ("Treasurer") pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time; and submits immediately to the Division a copy of the employee information report.

A Contractor shall not enter into a binding subcontract with a subcontractor unless the subcontractor has submitted to said Contractor one of the three documents listed above.

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

A. The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or

expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth provisions of this nondiscrimination clause.

B. The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

C. The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or 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.

D. 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.

E. The Contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with:

(1) The applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2; or

(2) A binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2;

F. 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;

G. 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;

H. 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.

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

As required by N.J.S.A. 10:2-1 ("Discrimination in employment on public works; contract provisions; set-aside programs"), the Contractor agrees as follows:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no Contractor, nor any person acting on behalf of such Contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No Contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the Contractor by Princeton, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by Princeton, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the Contractor from Princeton of any prior violation of this section of the contract.

ATTACHMENT B

**AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability**

The CONTRACTOR and PRINCETON do hereby agree that the provisions 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 hereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of PRINCETON 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 PRINCETON in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless PRINCETON, 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 PRINCETON grievance procedure, the CONTRACTOR agrees to abide by any decision of PRINCETON which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against PRINCETON or if PRINCETON 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.

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

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

It is further agreed and understood that PRINCETON 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 PRINCETON from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

ATTACHMENT C

N.J. BUSINESS REGISTRATION & SALES & USE TAX ADDENDUM

P.L. 2004, c.57 requires all public Contractors entering into goods, services and construction contracts with municipal contracting units to provide proof that they are registered with the N.J. Department of Treasury before entering into an agreement with a municipal contracting unit. P.L. 2004, c. 57 also requires that public contracts include mandatory language regarding the Sales and Use Tax. **P.L. 2004, c.57 only applies to contracts costing 15% or more of the applicable bid threshold. THE FOLLOWING SETS FORTH THE REQUIREMENTS OF P.L. 2004, C.57 AS THEY APPLY TO THIS CONTRACT.**

A. Proof of Contractor's Business Registration

The Contractor must provide a copy of its business registration certificate issued by the Department of the Treasury or such other form or verification that the Contractor is registered with the Department of the Treasury. Proof of business registration must be submitted no later than at the time of execution of this contract.

B. Proof of Subcontractors' Business Registration

The Contractor shall not enter into any contract with a subcontractor under this contract unless the subcontractor first provides proof of valid business registration to the Contractor. If the Contractor subcontracts any of the work, the Contractor shall also:

Forward copies of proof of its subcontractors' business registrations to the municipal contracting unit.

Maintain and submit to the municipal contracting unit a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance.

Submit a complete and accurate list of subcontractors before final payment is made for goods provided or services rendered or for construction of the construction project.

C. Sales and Use Tax

For the term of this contract, the Contractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.57:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

In the event the Contractor subcontracts any of its work, the Contractor shall include within its subcontracts the requirement that, for the term of this contract, the subcontractor and its affiliates

shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.57:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

ATTACHMENT D

BID PROPOSAL - POLICE RADIO SYSTEM UPGRADES

PRINCETON
MERCER COUNTY, NEW JERSEY

The Undersigned hereby declares that he or she carefully examined the Advertisement, the Instructions to Bidders, the Contract and the Specifications. The Undersigned further declares that he or she will provide all the personnel, equipment, materials and supplies necessary to do the work in accordance with the said Contract Documents and any instructions which may be given during the work.

The Undersigned hereby agrees to enter into a contract, if awarded same, and within ten (10) days after receiving a notice of award, to execute the said Contract and to provide the Insurance and Bond as required by the Contract Documents.

The Undersigned understands that Princeton reserves the right to reject all bids for any reason whatsoever if Princeton deems it is in its best interest to do so.

TOTAL AMOUNT BID:

ONE HUNDRED ONE THOUSAND THREE HUNDRED 42 DOLLARS
FOURTY SIX CENTS \$ 101,342.46

(Certified Or Cashier's Check)

Accompanying this bid proposal is a bid guarantee in the amount of \$ 10%, which is ten percent (10%) of the bid amount but not more than twenty thousand (\$20,000). This guarantee shall become the property of Princeton, if Princeton accepts the proposal and the undersigned fails either to execute a contract of sale or to furnish the required performance bond within the time specified in the Contract Documents. If Princeton does not accept the bid, the said guarantee shall be returned to the undersigned.

In the event any Notices of Revisions or Addenda have been issued, please list the addendum number and date received:

Addendum Number

Dated

Number ()
Number (N/A)
Number ()

(Signature of person, firm or corporation making the bid).

The undersigned authorized representative of the Bidder having reviewed the requirements of the above goods and services including but not limited to the form of Contract, the Advertisement, the Instructions to Bidders, and the Specifications (collectively the "Contract Documents"), hereby proposes to furnish all such goods and services, and insurance and other documents required by the Contract Documents, to pay all applicable taxes and to furnish all things as required by the Contract Documents and this Bid Proposal, and to undertake all the obligations contained therein for furnishing the goods and services described, for the prices set forth on the preceding pages, and in the time required in the Contract.

TACTICAL PUBLIC SAFETY LLC
(Firm Name)
(Corporate Seal)

By James Foley
(Signature)

Address: 1036 INDUSTRIAL DR

WEST BERLIN, NJ 08091
Zip Code

Phone No.: 856 768 3336

Fax No.: 856 768 3666

Dated: 5-7-2013

Email: SALES@TACTICALPUBLICSAFETY.COM

ATTACHMENT E

NON-COLLUSION AFFIDAVIT

STATE OF N.J.

SS:

COUNTY OF CAMDEN

I, JAMES FOLEY of the Municipality of WATERFORD TWP
in the County of CAMDEN and the State of NJ of full age, being
duly sworn according to law on my oath depose and say that:

I am CEO of the firm of TACTICAL PUBLIC SAFETY LLC
(Title)

bidder, making the proposal for the above named Contract, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participate in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Contract; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Princeton relied upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the Contract for the said proposal.

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

Vendor/Contractor

James Foley
(Type or print name of affiant under signature)
JAMES FOLEY

Subscribed and sworn to before me this
day of MAY 10, 2013.

Notary Public of Ellen M. Welch

My Commission expires: ELLEN M. WELCH
NOTARY PUBLIC OF NEW JERSEY
ID # 2425134
My Commission Expires 8/14/2017